

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-04**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ESTABLISHMENT OF A COMMERCIAL JUNKYARD ORDINANCE, TO BE ENTITLED “COMMERCIAL JUNKYARDS”; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended;

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use standards in the unincorporated areas of the County;

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 32 of the Code of Ordinances by adding an ordinance regulating commercial junkyards in the unincorporated areas of the County, such ordinance to be entitled “Commercial Junkyards,” a copy of which is attached hereto as Exhibit A; and

WHEREAS, County Council has therefore determined to modify Chapter 32 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Chapter 32 of the Code of Ordinances is hereby revised by adding Article X, entitled “Commercial Junkyards,” as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

2. County Council hereby approves and adopts Exhibit A, and directs that it be codified in Chapter 32, Article X of the Oconee County Code of Ordinances.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior land use provision, or decision of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 32, not amended hereby, directly or by implication, shall remain in full force.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2024.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: March 05, 2024
Second Reading: March 19, 2024
Third Reading: April 02, 2024
Public Hearing: April 02, 2024

Exhibit A

[See Attached]

EXHIBIT A TO ORDINANCE 2024-04
DRAFT OF COMMERCIAL JUNKYARD ORDINANCE

CHAPTER 32

ARTICLE X. - COMMERCIAL JUNKYARDS

Sec. 32-751. - Findings.

The County finds that Commercial junkyards:

- a) Provide a necessary service to County residents; and
- b) Contribute to the economy and tax base of the County; yet
- c) Pose a potential hazard to the health, safety, and general welfare of the citizens of the County;
- d) Can depreciate the value of surrounding property;
- e) Can attract and harbor mosquitoes or other insects, snakes, rats, and other pests and vermin;
- f) Pose a potential threat of injury to children and other individuals who may be attracted to the premises; and
- g) Can be a visual blight and depreciative to the aesthetic quality of the environment of the County.

Sec. 32-752. - Purpose.

- a) The purpose of this Article is to provide for the regulation of existing and proposed Commercial junkyards under the Unified Performance Standards contained in Chapter 32 of the Oconee County Code of Ordinances.
- b) S.C. Code Sections 4-9-25 and 4-9-30 give Oconee County the authority to enact regulations, resolutions, and ordinances relating to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein. In order to accomplish these purposes, the County Council enacts these regulations with respect to Commercial junkyards.
- c) It shall be unlawful for any person, corporation, or other business entity to maintain a Commercial junkyard except pursuant to the provisions of this Article.

Sec. 32-753. - Definitions.

As used in this Article, the following terms shall have the meanings given below:

Commercial junkyard shall mean any land or area used, in whole or in part, as a business with the intent to generate revenue from the storage, handling, or selling of *Junk*. This definition does not include facilities which are an essential part of wrecker, towing, or impoundment services, or County-operated or approved and permitted sanitary landfills. Further excluded from this Article are temporary business operations such as garage or yard sales, which are related to a specific event of a limited time and limited duration.

Fence shall mean a substantial, continuous barrier constructed in a commercially appropriate and sound manner and extending from the surface of the ground to a uniform height of not less than six feet. The finished side of the *Fence* shall face the public and be constructed of treated lumber, stockade, masonry, chain link, woven wire, or other approved material. Fabric *Fences* shall be not allowed.

Junk shall mean, by way of example and not limitation: abandoned barrels or drums; dismantled or inoperable industrial or commercial equipment or machinery being salvaged for parts; and the following old, scrap, or used items: metal; rope; rags; batteries; tires; paper; cardboard; plastic; rubber; pallets; appliances; motors; industrial or commercial fixtures; rubbish and trash; debris; wrecked, dismantled, or disabled motor vehicles, watercraft, and aircraft, or parts thereof; and other old or scrap ferrous or nonferrous material.

Public building shall mean any building owned, leased, held, or operated by the United States, the state, the County, a city, a special purpose district, or any local, state, or federal governmental agency or political subdivision, which building is used for a governmental or other public purpose.

Right-of-way shall denote the limits of public and private roads, including the full property interest or easement area thereof. On County roads, when there is no deeded *Right-of-way* or similar instrument governing road access and use, the *Right-of-way* shall include all portions of the road used for travel, maintenance, and support, and including all accessory structures and features.

Scenic highway/scenic byway shall mean a road or highway under federal, state, or County jurisdiction that has been so designated through legislation, ordinance, or other official declaration because of its scenic, historic, recreational, cultural, archeological, or natural qualities. An official declaration is an action taken by an individual, board, committee, or political subdivision acting with the granted authority on behalf of the federal, state or County government.

Setback shall refer to the required minimum distance, as established in this Article, between a *Fence* and the nearest property line, *Right-of-way*, body of water, *Scenic highway/scenic byway*, or heritage corridor.

Temporary storage service shall be defined as not exceeding 90 days from the date possession or custody of the vehicle is obtained, except when possession is pursuant to a court order.

Wrecker, towing and impoundment service shall mean an establishment or place of business that provides towing or *Temporary storage services* for currently licensed and currently registered vehicles that have been wrecked or repossessed, or whose possession is by virtue of court order, a copy of which is in the possession of the proprietor of such service or affixed to the vehicle.

Sec. 32-754. - Regulation of Commercial Junkyards.

- a) Every *Commercial junkyard* must be enclosed on all sides by a *Fence* that is not less than six feet in height. Commercially reasonable efforts, made in good faith and appropriate to the nature of the operation as carried out in a customary and safe manner, must be employed so that the *Fence*, along with adjacent vegetation (either existing or planted for these purposes), conceals the view of all *Junk* from public roads and private property. Further, the *Fence* shall be constructed and maintained so that the *Commercial junkyard* has an established barrier to deter access by children or other trespassers.
- b) Each *Commercial junkyard Fence* shall be *Setback* as follows:
 - (1) Subject to the provisions of S.C. Code Section 57-27-10, et seq. (the South Carolina “Junkyard Control Act”), two hundred and fifty feet from all *Rights-of-*

- way held by the federal or state government, including any agency thereof.
- (2) One hundred (100) feet from the *Rights-of-way* of all County roads.
 - (3) Fifty (50) feet from all property lines.
 - (4) One hundred (100) feet from the ordinary high-water mark of all bodies of water, including, by way of example and not limitation, lakes, bays, ponds, rivers, streams, creeks, and reservoirs.
 - (5) Five hundred (500) feet from all designated *Scenic highways/scenic byways*.
 - (6) Five hundred (500) feet from any federally designated heritage corridor.

If more than one *Setback* requirement applies, the greater distance shall be enforced.

- c) No *Commercial junkyard* shall be located within 1,000 feet of a church, school, daycare center, nursing home, health care facility, hospital, *Public building*, or public recreation facility.
- d) All *Junk* shall be stored within the *Fenced* area of the *Commercial junkyard*. The *Setback* area, being the area between the required *Fence* and the roadway, waterway, property line, etc., shall be maintained in a clean manner and shall not be used for storing, loading, or unloading *Junk*.
- e) Each *Commercial junkyard* shall apply to the South Carolina Department of Health and Environmental Control (DHEC) for an appropriate National Pollutant Discharge Elimination System (NPDES) permit, unless the applicant can show that an NPDES permit is not required by DHEC for the subject *Commercial junkyard*. The NPDES permit must be appropriately maintained during the course of operations.
- f) Each *Commercial junkyard* shall comply with all applicable chapters of the International Fire Code with South Carolina modifications, along with all applicable statutory and regulatory laws addressing the handling, storage, and disposal of hazardous waste, along with any applicable manufacturer's instructions and industry standards.
- g) Electric vehicle batteries shall not be stored or handled at a *Commercial junkyard* unless such storage or handling is expressly permitted by, and such activity is done in strict compliance with, applicable hazardous waste regulations promulgated by the South Carolina Department of Health and Environmental Control (DHEC), or its successor agency, the United States Environmental Protection Agency (EPA), and any other entity of competent jurisdiction. Electric vehicle batteries are generally considered "Universal Waste" by the EPA and DHEC due to, among other factors, characteristics of ignitability and reactivity, and consequently must be carefully managed. Current DHEC regulations governing the handling of Universal Waste are located at S.C. Code Ann. Regs. 61-79.273.1, *et seq.*

Sec. 32-755. - Existing nonconforming Commercial Junkyards in existence prior to the enactment of these Commercial Junkyard regulations.

- (a) Any existing *Commercial junkyard* that can provide documentary proof of ongoing operations occurring prior to the date this Article is enacted has eight (8) months from the date this Article is enacted ("*Registration deadline*") to register the *Commercial junkyard* with the County in order to obtain grandfathered status. The County will identify and track the subject property as a "*Commercial junkyard*." Any existing *Commercial junkyard* not registered by the *Registration deadline* will not obtain, and will lose, grandfathered status.
- (b) Any existing *Commercial junkyard* that is registered as an existing *Commercial junkyard* by the *Registration deadline* shall be deemed a "*Nonconforming Commercial Junkyard*," and shall be exempt from the requirements of Section 32-754 (a) through (d) of this

Article. All *Commercial junkyards, however*, shall comply with Section 32-754 (e) through (g).

- (c) Any existing *Commercial junkyard* that is registered as an existing *Commercial junkyard* by the *Registration deadline* will be treated as a *Nonconforming Commercial junkyard*, unless or until one of the following conditions arise:
 - 1. Operations are abandoned for a period of twelve (12) months or more.
 - 2. The storage or handling area reserved for *Junk* is expanded by fifteen (15%) percent or more.
 - 3. Operations expand beyond the original footprint to cross a road, or drive, or driveway- which services non-related parcels, or expands into a separate parcel of land.
 - 4. A government agency or court of competent jurisdiction issues an order or similar enforcement document, finding a health or safety violation at the *Nonconforming Commercial junkyard*, which is the second such enforcement action at the *Nonconforming Commercial junkyard* within a twelve (12) month period.
- (d) Once a *Nonconforming Commercial junkyard* loses its grandfathered status as a result of a condition noted in Section 32-755 (a) and (c), it must comply with the terms of this Article and the following provisions from Section 32-754 shall apply:
 - 1. Section 32-754 (a) – Regarding Fencing. All *Fencing* requirements shall apply. The business shall have eighteen (18) months after losing grandfathered status to comply with the *fencing* requirements.
 - 2. Sections 32-754 (b) and (c) – Regarding Setbacks. All *Setbacks* shall apply, unless the formerly grandfathered *Commercial junkyard* had existing setbacks of less than the Article requirements, at which point, no future expansion into, and in the direction of, the *Setbacks* stated in this Article is permitted.
 - 3. Section 32-754 (d) through (g) shall apply as written.

Sec. 32-756. - Provisions for administration.

- (a) No person shall maintain a *Commercial junkyard* except and unless the owner or operator has an approved *Commercial junkyard* Registration or Application, as appropriate to the nature of the operation, from the County Planning Department.
 - 1. A *Commercial junkyard* Application shall consist of:
 - i. A properly completed application form submitted to the County Planning Department. The County Planning Department shall furnish the application form.
 - ii. A site plan showing all required items from Section 32-754 (a) through (d).
 - iii. All necessary permits from governing federal, state, or local authorities.
 - iv. A certificate of compliance prior to starting operations.
 - 2. A *Nonconforming Commercial junkyard* Registration shall consist of:
 - i. A properly completed registration form submitted to the County Planning Department. (Note the timing requirements established in Section 32-755(A), above.) The County Planning Department shall furnish the registration form.
 - ii. Provide a site plan showing the area being utilized as a *Commercial junkyard*; the site plan will establish the boundaries of the *Commercial junkyard* and will control future expansion.
- (b) Fees, if any, for the required Registration or Application, as appropriate to the nature of the operation, shall be established and published by the County Council.
- (c) The enforcement of this Article shall be the responsibility of the County Planning Director or their designee.
- (d) Any applicant or other affected party shall have the right to appeal a decision of the Planning

Director to the County Planning Commission.

- (e) Penalties for noncompliance. Any violation of this Article shall be a misdemeanor and, upon conviction, is punishable to the full extent of the jurisdictional limits of magistrate courts located in the County. Additionally, or alternatively, the County may pursue civil litigation to compel compliance, including the pursuit of injunctive relief, damages, and other available relief.

Sec. 32-757. - Site Remediation

- (a) An applicant for a new *Commercial junkyard* or expansion of an existing *Nonconforming Commercial junkyard* (see section 32-755(c) and (d)) must submit a proposed “Site Remediation Plan” for implementation at the end of operations of the *Commercial Junkyard*. The plan must include, at a minimum, the following information:
 1. Proposed practices, policies, procedures, and timelines to remove and properly dispose of all remaining *Junk*;
 2. Plans for an environmental assessment of the property, including the planned methods of mitigation and treatment in relation to any soil, subsurface / ground water, or other type of contamination;
 3. Manner and type of revegetation and restoration of the *Commercial junkyard* area to stabilize the soil and minimize erosion, protect water quality, and to otherwise minimize any negative environmental impact resulting from the *Commercial junkyard* use;
 4. Method of compliance with DHEC environmental regulations, including NPDES permitting requirements, as applicable; and
 5. Method of ensuring the site is secure to protect it from looting, loitering, trespassing, and similar activities.
- (b) The site remediation plan must provide that the remediation activities will be completed within six (6) months after the closing of, or ceasing operations at, the *Commercial junkyard*.

Sec. 32-758. - Bonding

An applicant for a new *Commercial junkyard* or expansion of an existing *Nonconforming Commercial junkyard* shall file with the Planning Director, and maintain in force, a performance bond to ensure the satisfactory completion of the Site Remediation Plan. All bonds must be in favor of Oconee County with acceptable surety provisions and procedures, as determined in Oconee County’s sole discretion. The amount of each bond must be sufficient to ensure the appropriate remediation of the entire area of the *Commercial Junkyard*, consistent with the approved Site Remediation Plan.

Sec. 32-759 through Sec. 32-800 – Reserved.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-09**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY FOR THE PURPOSE OF SEWER INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE SENACA RAIL PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, is the owner of an industrial and business park known as the Seneca Rail Park (“County Property”);

WHEREAS, the Oconee Joint Regional Sewer Authority (“OJRSA”) wishes to acquire from the County, and the County wishes to grant to OJRSA, certain easement rights for the construction, maintenance, alteration, and replacement of sewer infrastructure under and through certain portions of the County Property (collectively, the “Easements Rights”);

WHEREAS, the form, terms, and provisions of the Sewer Infrastructure Easement Agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the grant of the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, with only such changes as are not materially adverse to the County.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in form and substance acceptable to the County Administrator.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.
5. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not amended hereby, directly or by implication, shall remain in effect.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2024.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: March 05, 2024
Second Reading: March 19, 2024
Third Reading: April 02, 2024
Public Hearing: April 02, 2024

2024-09 EXHIBIT A

STATE OF SOUTH CAROLINA)
) SEWER INFRASTRUCTURE EASEMENT AGREEMENT
COUNTY OF OCONEE)

KNOW ALL MEN BY THESE PRESENTS that Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter "Grantor") in consideration of the sum of one (\$1) dollar and other valuable consideration, paid by the Oconee Joint Regional Sewer Authority (hereinafter "Grantee"), the receipt of which is acknowledged, does hereby grant and convey to Grantee, its successors and assigns, a non-exclusive easement over certain lands of Grantor commonly known as the Seneca Rail Park (tax parcel numbers 240-00-04-014 and 540-36-10-017), lying and being situate in the County and State aforesaid, such easement areas being more particularly shown on a survey by _____, dated _____, which is attached hereto as Exhibit A and incorporated herein by this reference (the "Easement Premises").

Grantor warrants that it may legally grant an easement with respect to the Easement Premises.

The easement acquired herein is and does convey to Grantee, its successors and assigns, the following rights:

- a) The right and privilege of entering upon the Easement Premises to construct, maintain, and operate within the limits of the same pipelines, manholes, and any other adjuncts deemed by Grantee to be commercially and reasonably necessary for the purpose of conveying sanitary sewage and industrial waste, and to make such relocations, changes, renewals, substitutions, replacements, and additions within the Easement Premises from time to time as deemed necessary by Grantee and as consented to by Grantor in writing, which consent shall not be unreasonably withheld, delayed, or conditioned.
b) The right, at all times, with prior written approval by Grantor, to keep cut away and clear of the said Easement Premises any trees, shrubs, crops, or other vegetation whose root system may reasonably be expected to endanger or injure the pipelines or their appurtenances, or to interfere in their proper operation or maintenance.
c) The right of ingress or egress from the Easement Premises over and across other lands of Grantor by means of existing roads, routes or drives, as shall occasion the least practical damage and inconvenience to Grantor and provided further that such right of ingress and egress shall not extend to any portion of the Easement Premises which is reasonably accessible or adjacent to any public road or highway at such place that access may be had therefrom. If Grantee finds it necessary to cross other lands of Grantor, then Grantee will receive prior written approval and will be responsible for any damages done to such land, growing crops, trees, fences, driveways, etc. resulting from the exercise of its right of ingress and egress.
d) All merchantable or reasonably usable (as determined by Grantor in its sole discretion) timber removed from the Easement Premises during construction of the system or during subsequent maintenance or repair thereof shall, upon written request of Grantor, be cut in such lengths and placed in such locations as directed by Grantor. Grantor shall give such notice of the desire to salvage such removed trees and timber and the length at which same is to be cut, in writing to the Oconee Joint Regional Sewer Authority, 623 Return Church Road Seneca, South Carolina 29678.
e) SPECIAL CONDITIONS: N/A

Grantor retains all rights to the Easement Premises not inconsistent with the rights of Grantee set forth herein. Additionally, Grantor consents to the following:

- 1) Grantor shall not damage or cause to be damaged through acts of Grantor any of the pipelines or appurtenances of the system.
2) No building or structures, pipes or underground lines, ponds or lakes, shall be constructed by Grantor within the Easement Premises without first obtaining the prior written consent of Grantee, which shall not be unreasonably withheld, delayed, or conditioned.

- 3) Grantor shall not excavate or fill within the Easement Premises or cause a substantial change in the topographical features of the Easement Premises as it exists on the date of these presents without first obtaining the prior written consent of Grantee, which shall not be unreasonably withheld, delayed, or conditioned. Any street, road, drive, or right-of-way constructed by Grantor over, through or across the Easement Premises shall be done at the peril of Grantor. Therefore, Grantee shall not be responsible for any damage done to any such street, road or drive should it become necessary to disturb the same to effect relocations, changes, renewals, substitutions, replacements, or maintenance of the said lines or appurtenances thereto, unless such relocation, change, renewal, substitution, replacement, or maintenance is occasioned by the negligence or willful misconduct of Grantee.

In addition to the consideration paid by Grantee herein to Grantor for the granting of this easement, Grantee agrees to the following:

- a) To replace and restore any grasses, ornamental shrubs, bushes, or trees located in or about the Easement Premises which were destroyed or damaged during construction or maintenance of the pipeline or its appurtenances.
- b) To replace driveways, fences, sidewalks, curbing, and parking areas disturbed or damaged during initial construction, maintenance, or repair of the sewer pipeline or its appurtenances.
- c) To pay to Grantor any damages occasioned by the destruction of or injury to any growing crops located and situate on or about the Easement Premises occasioned by Grantee going upon the Easement Premises to maintain the said line or its appurtenances, including but not limited to such destruction during the exercise of Grantee's rights of ingress and egress to the Easement Premises.
- d) Upon completion of construction, or upon completion of any subsequent maintenance, change, or relocation within the Easement Premises, Grantee shall cause the area within the Easement Premises disturbed by such construction or maintenance to be sowed in ground cover.
- e) To allow Grantor to connect and attach onto the sewer line(s), in accordance with current rules, regulations, and fees currently charged to users of the same class, such connection shall be according to regulations, standards, and specifications promulgated, and plans approved, by Grantee. In addition, Grantee covenants that the user's charge applicable to Grantor shall not be greater than charges made to others of that class of use similar to Grantor, regardless of location.
- f) Grantee shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors, and assigns harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may have arisen, or be claimed to have arisen, from or out of (i) any damage, accident, injury, or other similar occurrence in or on Grantor's property, including the Easement Premises, due to Grantee's negligence or misconduct or (ii) the use, maintenance, or repair of the Easement Premises by Grantee, its guests, invitees, agents, or contractors.
- g) The easement rights herein given shall not be exercised by Grantee in a manner so as to prevent or unreasonably interfere with the use and enjoyment of Grantor's property, including the Easement Premises, by Grantor, its employees, servants, agents, guests, and invitees.
- h) The items to be constructed, installed, operated, and maintained on the Easement Premises shall be constructed, installed, operated, and maintained in a safe manner, consistent with all applicable laws, industry standards, and manufacturers' requirements.
- i) Any damage to Grantor's property caused by Grantee's activities, shall be replaced or repaired by Grantee to the satisfaction of Grantor.
- j) Grantee shall not place, keep, store, or permit to be placed, kept, or stored on Grantor's property any equipment or materials except during the times Grantee's employees or agents are physically present and conducting activities permitted under this agreement.
- k) The easement rights granted hereby shall be perpetual and run with the land except that they shall automatically terminate should Grantee, or any of its successors or assigns, cease to operate on or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more.

Any rights to the Easement Premises not specifically granted to Grantee herein, are reserved to Grantor, its successors or assigns.

Subject to the terms of subsection (k) above, the failure of Grantor or Grantee to exercise any rights granted herein shall not be construed as a waiver or abandonment of such rights thereafter at any time, and from time to time to exercise any and all of them.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto placed their Hands and affixed their Seals, individually or by their officer(s) and agent(s) authorized to do so, this _____ day of _____, 2024.

SIGNED sealed and delivered
In the presence of:

1st Witness Signature

(1) _____
Grantor Signature

1st Witness Name (Printed)

Grantor Name (Printed)

2nd Witness Name

(2) _____
Grantee Signature

2nd Witness Name (Printed)

Grantee Name (Printed)

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned, who being duly sworn says that (s)he saw the above-endorsed Grantor _____ and sign, seal, and as the act and deed of said Grantor deliver the within written instrument for the uses and purposes set forth therein, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Sworn to before me this _____ day of _____, 2024.

Notary Public of South Carolina (SEAL)

(Witness)

My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned, who being duly sworn says that (s)he saw the above-endorsed Grantee _____ and sign, seal, and as the act and deed of said Grantee deliver the within written instrument for the uses and purposes set forth therein, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Sworn to before me this _____ day of _____, 2024.

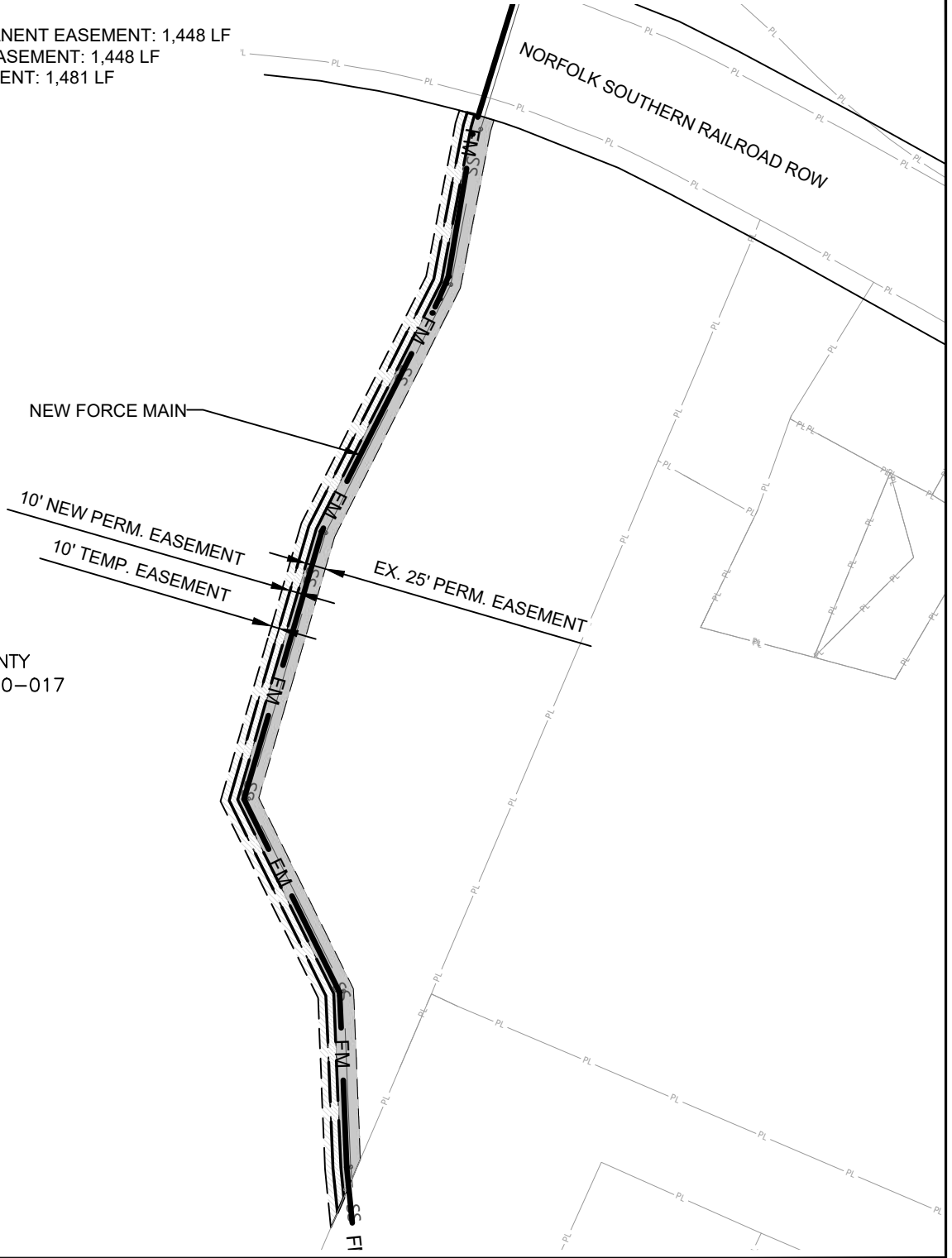
Notary Public of South Carolina (SEAL)

(Witness)

My Commission Expires: _____



LENGTH OF EXISTING PERMANENT EASEMENT: 1,448 LF
 LENGTH NEW PERMANENT EASEMENT: 1,448 LF
 LENGTH TEMPORARY EASEMENT: 1,481 LF

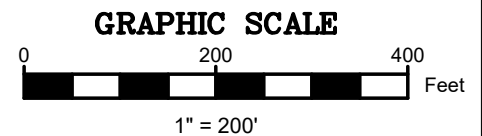


N/F
 OCONEE COUNTY
 TMS# 520-36-10-017
 D.B., PG
 C.P., PG

STATE OF SOUTH CAROLINA
 OCONEE COUNTY

MAP OF THE APPROXIMATE LOCATION OF THE
 PERMANENT AND TEMPORARY EASEMENT
 ACROSS THE PROPERTY OF: OCONEE COUNTY

EXISTING PERMANENT EASEMENT: 35,565 S.F. (0.82 AC)
 NEW PERMANENT EASEMENT: 14,602 S.F. (0.32 AC)
 TEMPORARY EASEMENT: 14,827 S.F. (0.34 AC)



SENECA CREEK FM REPLACEMENT
 SENECA, SOUTH CAROLINA

EXHIBIT: A

EASEMENT EXHIBIT

GMC # CGRE220055
 DATE: 01/26/2023
 DRAWN BY: JLM

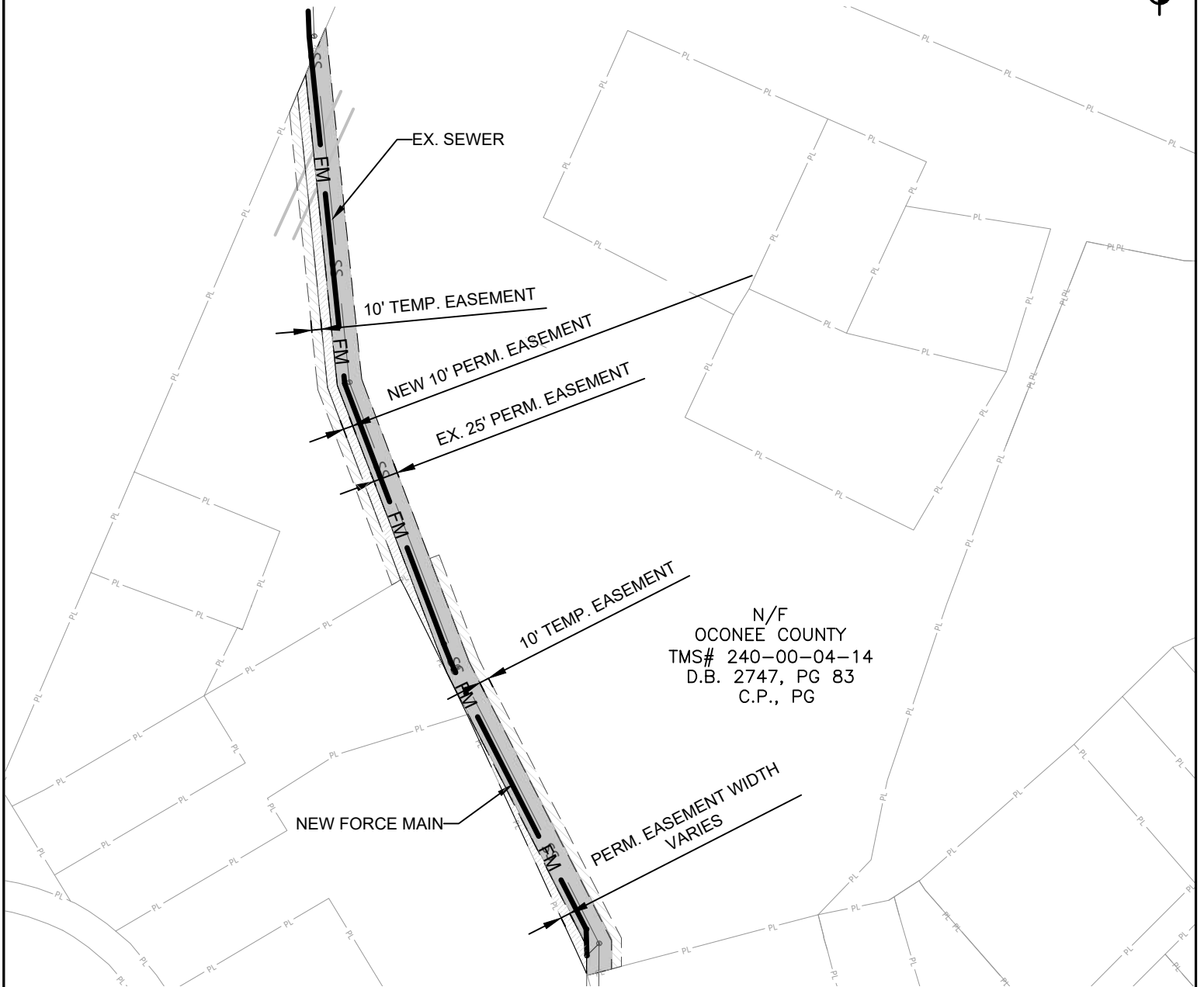
117 Welborn St
 Greenville, SC 29601
 T 864.527.0460
 GMCNETWORK.COM



OWNER: OCONEE COUNTY
 TMS #: 520-36-10-017

DRAWING FILE: T:\Projects\SC\JBSA\CGRE220055_Seneca Creek FM & FM10 DWG\EXHIBITS\EXHIBITS\2023\0420_CGRE220055_Exhibits.dwg
 PLOTTED: Jan 26, 2024 4:46pm

LENGTH OF EXISTING PERMANENT EASEMENT: 1,004 LF
 LENGTH NEW PERMANENT EASEMENT: 963 LF
 LENGTH TEMPORARY EASEMENT - WEST: 491 LF
 LENGTH TEMPORARY EASEMENT - EAST: 460 LF

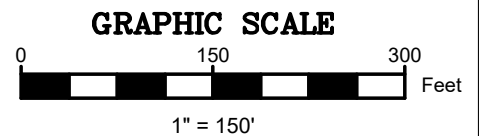


N/F
 OCONEE COUNTY
 TMS# 240-00-04-14
 D.B. 2747, PG 83
 C.P., PG

STATE OF SOUTH CAROLINA
 OCONEE COUNTY

MAP OF THE APPROXIMATE LOCATION OF THE
 PERMANENT AND TEMPORARY EASEMENT
 ACROSS THE PROPERTY OF: OCONEE COUNTY

EXISTING PERMANENT EASEMENT: 24,576 S.F. (0.56 AC)
 NEW PERMANENT EASEMENT: 7,402 S.F. (0.17 AC)
 TEMPORARY EASEMENT: 9,534 S.F. (0.22 AC)



SENECA CREEK FM REPLACEMENT
 SENECA, SOUTH CAROLINA

EXHIBIT: A

EASEMENT EXHIBIT

GMC # CGRE220055
 DATE: 01/26/2024
 DRAWN BY: JLM

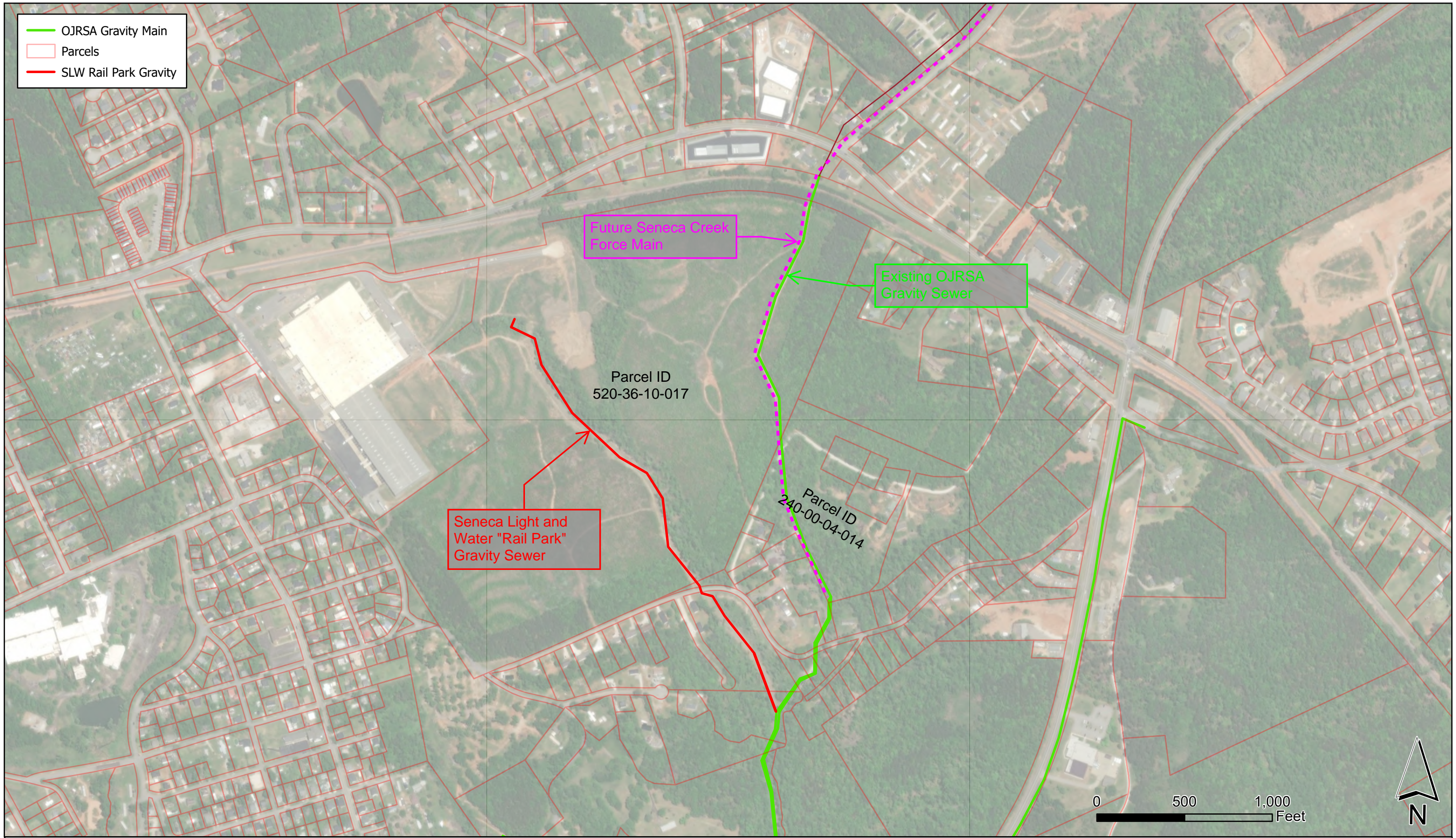
117 Welborn St
 Greenville, SC 29601
 T 864.527.0460
 GMCNETWORK.COM



OWNER: OCONEE COUNTY
 TMS #240-00-04-014

DRAWING FILE: T:\Projects\SC\JBSA\CGRE220055_Seneca Creek FM & FMA0 DWG\EXHIBITS\EXHIBITS\20230420_CGRE220055_Exhibits.dwg
 PLOTTED: Jan 26, 2024 4:42pm

- OJRSA Gravity Main
- Parcels
- SLW Rail Park Gravity



Future Seneca Creek
Force Main

Existing OJRSA
Gravity Sewer

Parcel ID
520-36-10-017

Seneca Light and
Water "Rail Park"
Gravity Sewer

Parcel ID
240-00-04-014

0 500 1,000
Feet



Seneca Creek Force Main and Oconee County Easement Detail Map

Oconee County, SC
GMC#: CGRE210102
DATE: 2/13/2024
DRAWN BY: JLM

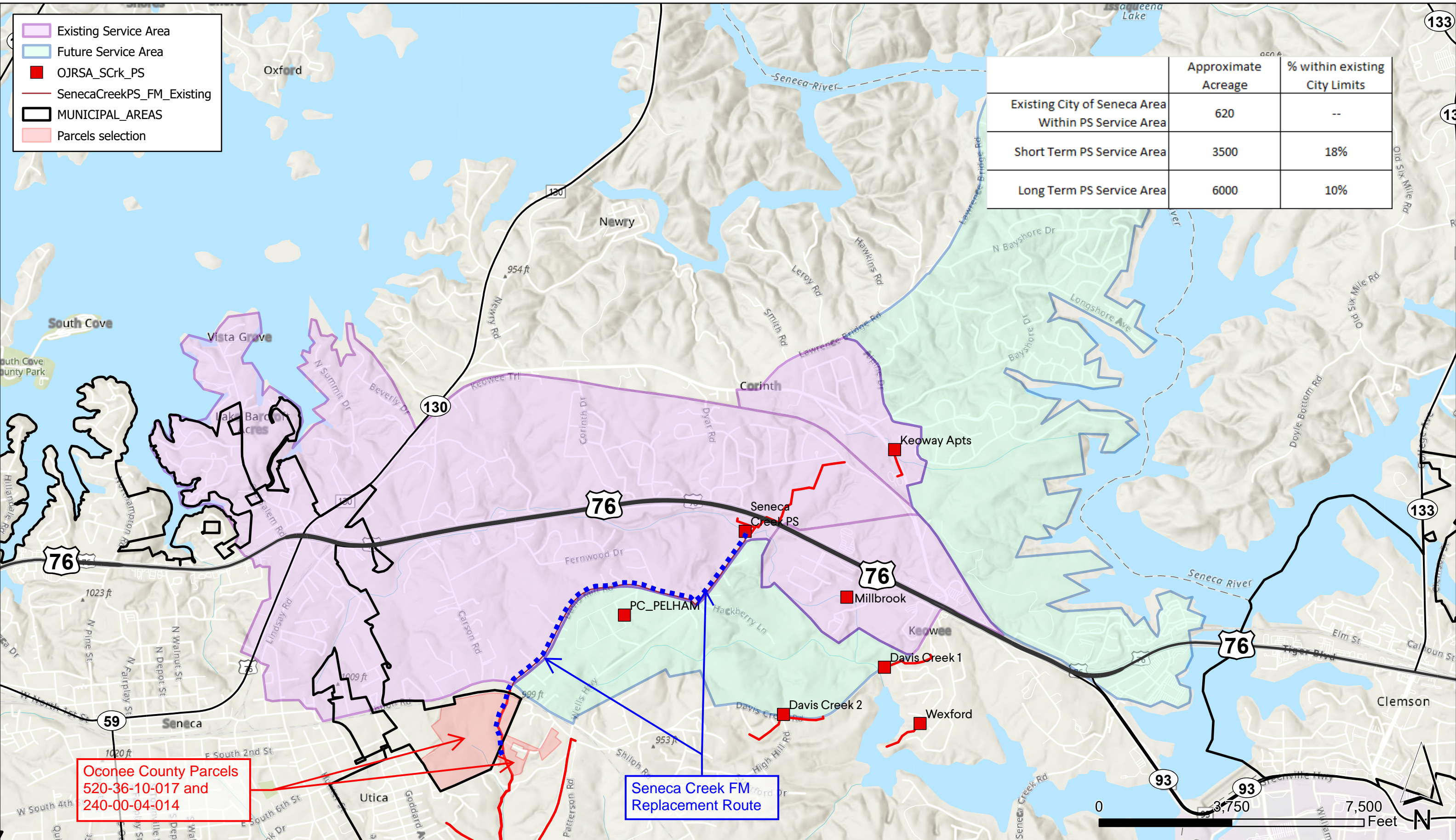


117 Welborn Street
Greenville, SC 29601
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T:\1 Projects\SC\Seneca Light and Water\CGRE210102 Collection System Planning\0 DWG\GIS\CGRE 210102 -Collon System Planning

- Existing Service Area
- Future Service Area
- OJRSA_SCrk_PS
- SenecaCreekPS_FM_Existing
- MUNICIPAL_AREAS
- Parcels selection

	Approximate Acreage	% within existing City Limits
Existing City of Seneca Area Within PS Service Area	620	--
Short Term PS Service Area	3500	18%
Long Term PS Service Area	6000	10%



Oconee County Parcels
520-36-10-017 and
240-00-04-014

Seneca Creek FM
Replacement Route

Seneca Creek Service Area Map and Oconee County Easement Locations

Oconee County, SC
GMC#: CGRE210102
DATE: 2/7/2024
DRAWN BY: JLM



GMC
117 Welborn Street
Greenville, SC 29601
T 864.527.0460
GMCNETWORK.COM

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-11**

AN ORDINANCE TO AMEND AND SUPPLEMENT **ORDINANCE 2023-16**, WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, AND FOR THE CREATION OF THE FIRE / EMERGENCY SERVICES CAPITAL VEHICLE AND EQUIPMENT FUND THE COMMUNITY HEALTH AND COMMUNITY SERVICES FUND, AND THE GENERAL ONE TIME CAPITAL FUND, ALL IN OCONEE COUNTY FOR THE **FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**, IN ORDER TO EFFECT SUPPLEMENTAL APPROPRIATIONS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“Council”), has previously adopted and enacted the budget of the County for the fiscal year beginning July 1, 2023 and ending June 30, 2024 through the adoption and enactment of Oconee County Ordinance 2023-16; and

WHEREAS, certain events and needs have occurred, necessitating the amendment of Ordinance 2023-16 to reflect certain additional revenues and the expenditure of certain additional funds; and

WHEREAS, Council therefore desires to amend Ordinance 2023-16 to achieve the foregoing.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Council in meeting duly assembled, that:

SECTION 1

Pursuant to S.C. Code Section 4-9-140, the 2023-2024 Oconee County Budget is hereby amended by adding the following, for the aforesated purposes:¹

¹ See Attachment A, which is incorporated herein by reference, for detailed budgetary appropriations.

Highlighted sections are purposed to clearly show the changes from Ordinance 2023-16
Revenue Increase in Jet Fund and Interest Earnings to cover the increases in Expenditures

General Fund:	Ordinance 2023-01 Original	Ordinance 2023-16	Ordinance 2024-11
New Positions 13 (1/2 Year Funding)	-	389,260	389,260
1 Parks, Recreation & Tourism Employees Paid by ATAX	-	-	-
3% Cost of Living Increase for all except County Council	39,560	-	-
Sheriff Salary Increase (2/3rds Funding)	-	470,000	470,000
Salaries (General) Increase (2/3rds Funding)	-	445,804	445,804
Salary Savings (1.3%)	(356,765)	-	-
Notation of difference in Council Budget (Amendment Required)	(286,166)	-	-
Gasoline/Diesel Contingency	64,788	64,788	64,788
One Time Capital Request (New Fund)	592,250	-	-
Administrator Contingency	235,431	335,431	335,431
	289,098	1,705,283	1,705,283
Administrator	459,420	544,720	544,720
Airport	2,010,149	2,006,187	2,652,412
Assessor	1,120,767	1,146,282	1,146,282
Board of Assessment Appeals	7,714	7,714	7,714
Building Codes	749,387	717,039	853,186
Chau Ram Park	413,803	413,803	413,803
County Attorney	412,312	421,517	421,517
County Council	324,038	337,038	337,038
Debt Service Lease Payments	746,726	746,726	746,726
Delinquent Tax Collector	406,801	406,801	406,801
Department of Social Services	11,600	11,600	11,600
Economic Development	676,175	666,025	666,025
Facilities Maintenance	1,484,152	1,558,803	1,558,803
Finance Office	728,104	828,984	828,984
Fire/Emergency Services (Contracts & Non-Capital Moved to New Fund)	7,025,096	3,616,948	3,616,948
Health and Human Services Direct Aid (New Fund)	696,867	-	-
Health Department	28,700	28,700	28,700
High Falls Park	530,088	532,588	532,588
Human Resources	361,879	360,787	360,787
Information Technology	1,227,318	1,251,318	1,251,318
Legislative Delegation	105,301	105,301	105,301
Library	1,548,303	1,534,603	1,534,603
Magistrate	1,013,383	1,072,579	1,072,579
Non-Departmental	1,900,000	1,900,000	1,900,000
Other Financing Uses	85,000	85,000	789,000
Parks, Recreation and Tourism	883,197	883,997	883,997
Planning	452,836	439,757	439,757
Procurement	256,149	259,149	259,149
Register of Deeds	348,858	345,858	345,858
Roads and Bridges	3,208,431	2,926,950	2,926,950
Soil and Water Conservation District	83,138	95,915	95,915
Solid Waste	5,494,915	6,141,556	6,141,556
South Cove Park	625,241	637,241	637,241
Vehicle Maintenance	1,074,638	1,098,888	1,098,888
Veterans' Affairs	226,561	226,561	226,561
Voter Registration and Elections	310,059	394,059	394,059
Total General:	37,037,106	33,750,994	35,237,366
Elected/Appointed Officials:			
Auditor	681,098	774,243	774,243
Clerk of Court	803,899	902,623	902,623
Coroner	335,990	348,937	348,937
Probate Court	390,509	450,437	450,437
Public Defender	250,000	250,000	250,000
Sheriff	11,337,520	11,156,427	11,156,427
Animal Control	764,679	759,179	759,179
Communications	1,957,209	1,962,209	1,962,209
Detention Center	5,168,237	5,009,901	5,009,901
Solicitor	1,031,585	1,031,585	1,031,585
Treasurer	719,415	735,415	735,415
Total Elected Officials:	23,440,141	23,380,956	23,380,956
Total General Fund	60,766,345	58,837,233	60,323,605

Special Revenue Funds: [1]					
Emergency Services Protection	1,600,000		1,695,000		1,695,000
Victim Services - Sheriff's Office	123,336		123,336		123,336
Victim Services - Solicitor's Office	77,532		77,532		77,532
911 Fund	984,000		984,000		984,000
Tri-County Technical College	1,626,600		1,688,000		1,688,000
Road Maintenance Fund	2,545,000		2,545,000		2,545,000
Community Health and Human Services (New Fund)	-		4,402,000		4,402,000
Total Special Revenue Funds:		6,956,468		11,514,868	11,514,868
Capital Project Funds:[2]					
Economic Development	1,221,500		5,807,000		5,807,000
Bridge & Culvert Fund	590,000		620,000		620,000
Capital Equipment / Vehicle Fund	1,300,000		1,551,000		1,551,000
Parks, Recreation and Tourism	770,000		650,000		650,000
Fire/Emergency Services Capital Vehicle & Equipment (New Fund)	-		1,240,000		1,240,000
General Capital Request (New Fund)	-		1,740,000		2,444,000
Total Capital Project Funds:		3,881,500		11,608,000	12,312,000
Enterprise Fund:		8,513,000		7,881,250	7,881,250
Debt Service Fund:		1,857,268		1,964,034	1,964,034
Grand Total of all Funds FY 2023-2024		81,974,581		91,805,385	93,995,757
[1] See sections 3 – 14 below.					
[2] See sections 3 – 14 below.					

SECTION 2

A tax of sufficient millage to fund the aforesated appropriations (see also Sections 3 through 14 below) for the Oconee County Budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy, and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2023 and ending June 30, 2024. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

SECTION 3

A tax of 3.0 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated for expenditures in the amount of \$1,688,000 for support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated appropriations of the Tri-County Technical College Special Revenue fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 4

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property eligible to be lawfully taxed for such purposes, in Oconee

County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,695,000 for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 5

A tax of 3.1 mills to provide funding for the Road Maintenance Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$2,545,000 for the Road Maintenance Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Road Maintenance Special Revenue Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Road Maintenance Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 6

A tax of 1 mill to provide funding for the Bridge and Culvert Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$620,000 for the Bridge and Culvert Capital Project Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Bridge and Culvert Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Bridge and Culvert Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 7

A tax of 2.1 mills to provide funding for the Economic Development Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$5,807,000 for the Economic Development Capital Project Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30,

2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Economic Development Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 8

A tax of 1 mill to provide funding for the Parks, Recreation and Tourism Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$650,000 for the Parks, Recreation and Tourism Capital Project Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Parks, Recreation and Tourism Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Parks, Recreation and Tourism Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 9

A tax of 2 mills to provide funding for the Debt Service Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,964,034 for the Debt Service Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Debt Service Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Debt Service Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 10

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office Fund, Victim Services-Solicitor's Office Fund, 911 Fund, and other special revenue funds. Any surplus in these funds of the County or any moneys accruing therefrom shall be retained and accounted for in these funds and shall be carried forward from year to year as fund balances in such funds.

SECTION 11

A tax of 2.3 mills to provide funding for the Capital Vehicle / Equipment Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,551,000 for the Capital Vehicle / Equipment Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Capital Vehicle / Equipment Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent

such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Capital Vehicle / Equipment Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 12

A tax of 2.0 mills to provide funding for the Fire / Emergency Services Capital Vehicle and Equipment Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,240,000 for the Fire / Emergency Services Capital Vehicle and Equipment Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Fire / Emergency Services Capital Vehicle and Equipment Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Fire / Emergency Services Capital Vehicle and Equipment Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 13

A tax of 2.0 mills to provide funding for the General One Time Capital Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$2,444,000 for the General One Time Capital Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the General One Time Capital Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the General One Time Capital Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 14

A tax of 7.1 mills to provide funding for the Community Health and Community Services Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$4,402,000 for the Community Health and Community Services Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Community Health and Community Services Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Community Health and Community Services Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 15

All capital projects and multi-year grant appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2023, as a part of the budget authorized by this Ordinance.

SECTION 15

Capital projects are budgeted on a project basis instead of an annual basis and as such, unexpended appropriations for uncompleted capital projects are carried forward as a part of the budget authorized by this Ordinance.

SECTION 16

All unexpended appropriations as of June 30, 2023, except for those specifically carried forward by this Ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated. The remaining unexpended appropriations will revert to the fund balance of the fund from which the appropriation originated, as stated herein.

SECTION 17

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to contract and enter into contracts on behalf of the County for purposes, activities and matters budgeted for herein.

SECTION 18

The fees authorized for all County departments to charge for services of the County and to use for operations of the County are as set forth in a schedule of fees. This schedule of fees is included within **ATTACHMENT A**, which is incorporated herein by reference as fully as if set forth verbatim herein, and adopted as part of this ordinance, and the fees are hereby approved to be charged by the appropriate County departments. The County Administrator is hereby authorized to execute the Airport T-Hangar rental agreements, consistent with the rates established in the fee schedule.

SECTION 19

The County began contributing to retiree health benefits (the “Retiree Health Benefit Plan” or “Plan”) on behalf of employees and County retirees on January 1, 1985. Several amendments to the County’s Plan guidelines have occurred since that time; however, nothing in the Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in the guidelines, which are incorporated herein by reference, as fully as if set forth verbatim, and adopted as part of this Ordinance, and the rates are hereby approved to be charged and administered according to the Retiree Health Plan Guidelines. The County Administrator is authorized to administer the Plan in accordance with these guidelines and to establish health reimbursement accounts for eligible retirees for contributory purposes for the fiscal year beginning July 1, 2023 and ending June 30, 2024. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH BENEFIT GUIDELINES ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS**

OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR AND SUCH OTHERS AS ARE SPECIFICALLY AUTHORIZED BY COUNTY COUNCIL TO BE BOUND TO AN EMPLOYMENT CONTRACT), IS “AT WILL” AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

SECTION 20

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 21

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded, and repealed.

SECTION 22

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2023.

SECTION 23

The budget provisos attached hereto are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

Adopted in meeting duly assembled this ____ day of April, 2024.

OCONEE COUNTY, SOUTH CAROLINA

Matthew Durham
Chairman, Oconee County Council

ATTEST

Jennifer C. Adams
Clerk to County Council

First Reading: March 5, 2024
Public Hearing: March 19, 2024
Second Reading: March 19, 2024
Public Hearing: April 2, 2024
Third Reading: April 2, 2024

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
BUDGET PROVISOS FOR FISCAL YEAR 2023-2024
ORDINANCE 2024-11

Section 1

The fund appropriations made herein shall not be exceeded without proper authority or amendment by Oconee County Council. Any officer incurring indebtedness on the part of the County in excess of the appropriations herein made or authorized shall be liable upon his official bond.

Section 2

The Finance Director and Treasurer of Oconee County shall prepare such separate records and books of account as may be required by the United States Government or any of its agencies or by the State of South Carolina or any of its agencies, reflecting the receipt and disposition of all funds.

Section 3

All purchasing and contracting for the acquisition of goods and services for County purposes shall be in accordance with procedures outlined in the County Procurement Ordinance, as codified. Subject to the provisions of Oconee County policies, whenever possible and practical, goods and services shall be purchased from firms and individuals located in Oconee County whenever goods and services of equal quality and specifications are available from local suppliers at prices less than or equal to prices submitted by nonresident suppliers.

Section 4

No bills or claims against Oconee County shall be approved for payment and no check will be issued for same unless such bills or claims are properly itemized showing the goods purchased or services rendered, dated as of the date of delivery of said goods and/or services and signed by the person receiving said goods or services.

Section 5

No officer, elected official, or employee of Oconee County shall furnish any services or sell any materials or supplies to the County for pay, except upon open quote or bid in accordance with the County Procurement Ordinance, as codified.

Section 6

County Council may transfer funds from any fund, department, activity, or purpose to another by normal Council action, subject to all other applicable legal requirements.

The County Administrator is authorized to:

- (1) Transfer non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds Fifty Thousand and 00/100 (\$50,000.00) Dollars; this restriction may not be circumvented by way of multiple transfers.
- (2) Transfer salary appropriations within a department, or between departments within a fund, provided that the sum of such transfers for the entire fiscal year does not exceed Two Hundred Thousand and 00/100 (\$200,000.00) Dollars.
- (3) Transfer between salary appropriations and non-salary appropriations within a department, or between departments within a fund, provided that no such transfer

exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars; this restriction may not be circumvented by way of multiple transfers; and, the sum of such transfers for the entire fiscal year shall not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

- (4) Any other transfers by the County Administrator require Council authorization.
- (5) Transfers by the County Administrator shall be reflected on the budgetary reports regularly submitted to Council.

All transfers authorized by this section are subject to the overall fund appropriation limits of this Ordinance

Section 7

For any equipment, vehicle, or any other item that is approved in the budget as a replacement for existing items, the item being replaced will be relinquished to the Procurement Director for disposal or reassignment.

Section 8

The standard mileage rate reimbursed to County employees for use of their personal vehicles will be equal to the amount set, as the authorized rate at the applicable time, by the Internal Revenue Service.

Section 9

Oconee County will pay County employees a per diem for meals while traveling on County business, including travel related to training. No per diem will be paid for meals that are included in registration fees. The per diem rates will be equal to the amounts published for the applicable time period and location by the United States General Services Administration. For non-overnight travel reimbursement for meals will be based on actual expenditures for meals, limited to the per diem amounts above. Receipts for meals will be required for reimbursements.

Section 10

The first \$1500 of Oconee County building permit fees and related and associated building code fees are, to the extent permitted by law, hereby waived and set at \$0 for any Oconee County non-profit or eleemosynary entity duly recognized as such by the State of South Carolina and granted tax exempt status by the Internal Revenue Service of the United States (“IRS”), to the extent the building project is for the general public good, and only for so long as such entity maintains such non-profit or eleemosynary status and tax exempt recognition by the IRS. All building permit fees and building code fees in excess of \$1500, per applying non-profit, eleemosynary entity per application, will be applied and collected as usual, per this budget, this proviso, and the attached and incorporated Oconee County Departmental Fees Schedule. Oconee County Council hereby determines and finds that this reduction in fees is appropriate and justified by the provision of public services which these non-profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

Section 11

For all economic development projects in a joint County industrial or business park (“MCIP”) in the unincorporated portion of the County, for which revenue is first received on or after July 1, 2023, excluding any MCIP agreements now in existence (or which have been previously approved by County ordinance) wherein a different allocation is in place, and subject to any superior agreements allocating portions of such revenue, all revenue or remaining revenue, as the case may be, received from such MCIP which is/was attributable to the levy of all general fund millages shall be

divided and distributed in the following percentages, in order to offset the costs of economic development which made the project(s) possible: (1) Oconee County General Fund – 33%; Oconee County Economic Development Capital Projects Fund – 34%; School District of Oconee County - 33%; (2) all other taxing entities levying millage at the site in question - 1% each;^[1] (3) all other taxing entities in Oconee County - 0%. Revenue attributable to the levy of debt service millage or other non-general fund millage shall be distributed to the taxing entity levying such millage. For joint County industrial or business parks located within municipal limits, the intergovernmental agreement governing the creation of such MCIP shall govern distribution of revenues. Any unused revenues in such fund at the end of any fiscal year shall be carried over to the succeeding fiscal year.

Section 12

Pursuant to authority given to governing bodies of South Carolina counties by the South Carolina General Assembly in Section 12-43-360 of the South Carolina Code of Laws, 1976, as amended, the Oconee County Council hereby reduces the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in Oconee County to a ratio of four percent (4%) of the fair market value of such general aviation aircraft. Such assessment ratio shall apply uniformly to all general aviation aircraft subject to *ad valorem* property taxation in Oconee County. This proviso first became effective in the 2011-2012 budget ordinance and is a part of the budget ordinance beginning July 1, 2023 and ending June 30, 2024.

Section 13

Oconee County seeks to increase and maintain its unassigned fund balance to and at an amount not less than twenty-five percent (25%) of its regular general fund operating expenditures. (See Oconee Code of Ordinances Section 2-476.) Oconee County’s unassigned fund balance as of the last audited fiscal year (2022) was \$11,260,698. Oconee County’s assigned fund balance as of the last audited fiscal year (2022) was as follows:

Assigned funds for the Solid Waste Reserve General Fund balance:	\$ 912,806
Assigned funds for the Solid Waste rental/purchase of equipment required for concrete recycling:	\$ 20,994
Assigned funds for the Healthcare Reserve General Fund balance:	\$2,000,000
Assigned funds for the OPEB Reserve General Fund Balance:	\$1,207,715

Section 14

County Council adopts the employee benefit plan and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT B**.

Section 15

County Council adopts the retiree health benefit plan as modified and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT C**.

Section 16

Oconee County receives federal, state, and local grants for specified purposes. Oconee County is hereby authorized, absent any other factor, to apply for, receive, and expend all such grants for which no local match is required or for which such funds are budgeted herein, in addition to all other authority elsewhere given, and in accordance with all other policies and directives of Oconee

^[1] If there are other taxing entities levying millage at the site in question, then the County and the SDOC percentages shall apply to the remainder.

County. These grants, including any local match, are deemed budgeted for the specified purposes upon acceptance of such grants. These grants are budgeted for on a project basis in accordance with the grantors' terms and conditions instead of an annual basis and as such, unexpended appropriations for uncompleted grant projects are carried forward as a part of the budget authorized by this Ordinance. The Oconee County Administrator, or his or her duly authorized representative, is hereby authorized to apply for all federal, state, and other grants for which no County matching funds are required, if all necessary operating funds for the County facility, institution, or programs in question have been made available by County Council through the County's operating and capital budgets or are available in applicable County enterprise fund balances, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by County Council through the annual County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of the County, and to receive and expend such federal and state grant funds, for the purposes authorized in the respective grant applications.

Section 17

Allocation of proceeds from sale or disposal of Vehicles/Equipment shall be deposited into the Capital Equipment – Vehicle Fund except for any proceeds from the sale of equipment belonging to the County rock quarry, which will be deposited back into the enterprise account for that activity. All other proceeds from the sale or disposal of surplus supplies and property shall be deposited into the County's general fund.

Section 18

Revenues collected from recycled concrete shall be designated for the rental / purchase of equipment required for concrete recycling.

Section 19

Due to the volatile petroleum market, a fuel contingency account in the Administrator's Department is required for FY 23-24. These funds will only be utilized, when required, for necessary fuel expenditure overages. Funding for the fuel contingency account will come from:

- FY 22-23 utility savings of up to \$50,000 (*contingent upon year end verification of availability*); and
- FY 22-23 unexpended salary funds of up to \$100,000 (*contingent upon year end verification of availability*).

Section 20

The County Administrator may waive up to Five Thousand and 00/100 (\$5,000.00) Dollars per fiscal year in Oconee County encroachment fees, building permit fees, and related and associated building code fees for each municipality located within Oconee County, but only to the extent the subject building project is for a public purpose.

Section 21

As previously approved by County Council, the funds hereby budgeted for the County Attorney may also, or in the alternative, be applied by the County Administrator toward the outside counsel fees of the current Interim County Attorney.

Budget Amendment 2024-11 Detailed Changes

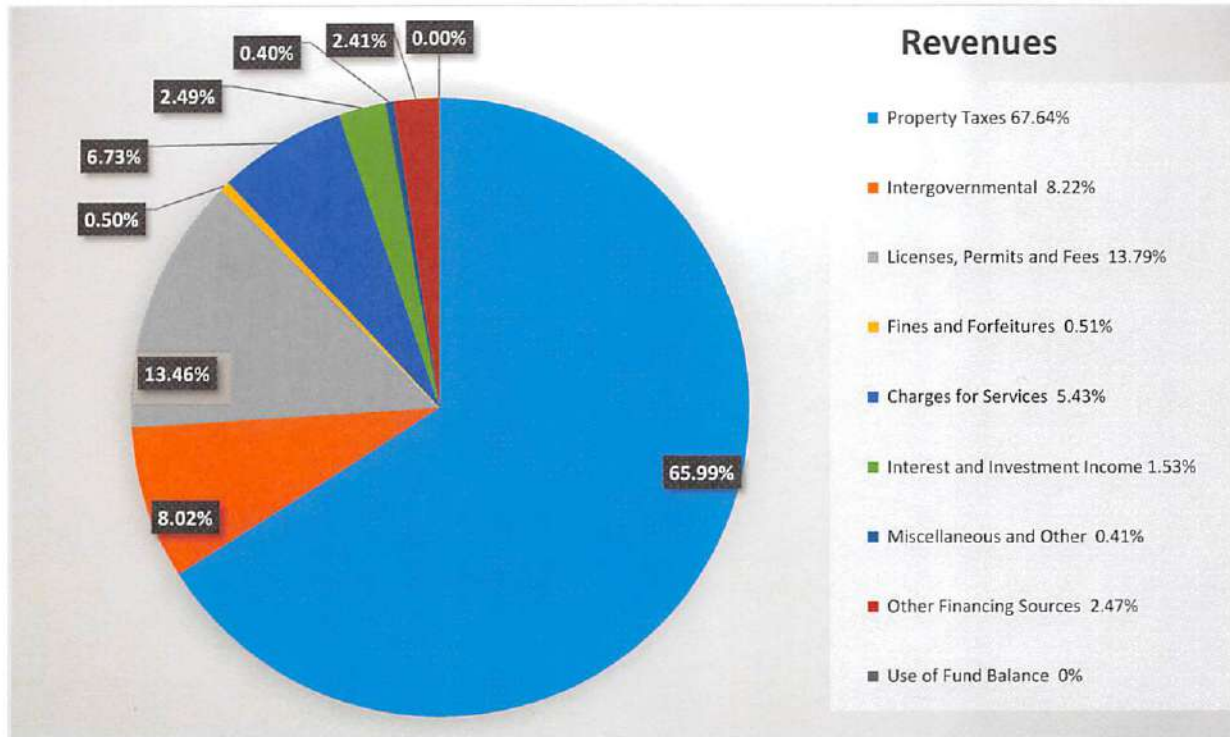
Account Number	Original Budget FY 2023-2024	Change	Amended Budget
Revenue AV Gas 010-080-00805-10980	225,000	115,000	340,000
Revenue Jet Fuel 010-080-00805-10990	1,550,000	750,000	2,300,000
Revenue Interest Earnings 010-080-00805-10330	900,000	600,000	1,500,000
		1,465,000	
Expenditure - Airport AV Gas 010-720-40980-00000	180,000	148,000	328,000
Expenditure - Airport Jet Fuel 010-720-40990-00000	975,000	483,000	1,458,000
Expenditure - Building Codes Professional 010-702-30025-00000	75,000	130,000	205,000
Other Financing Uses - One Time Capital Fund 340 010-095-00171-70340	-	704,000	704,000
		1,465,000	

Budget Amendment 2023-16 General Fund Total	58,837,233
Amendment 2024-11 Change	1,465,000
New Amended Budget General Fund	60,302,233

Oconee County, South Carolina
 General Fund Summary
 2023-2024 Budget

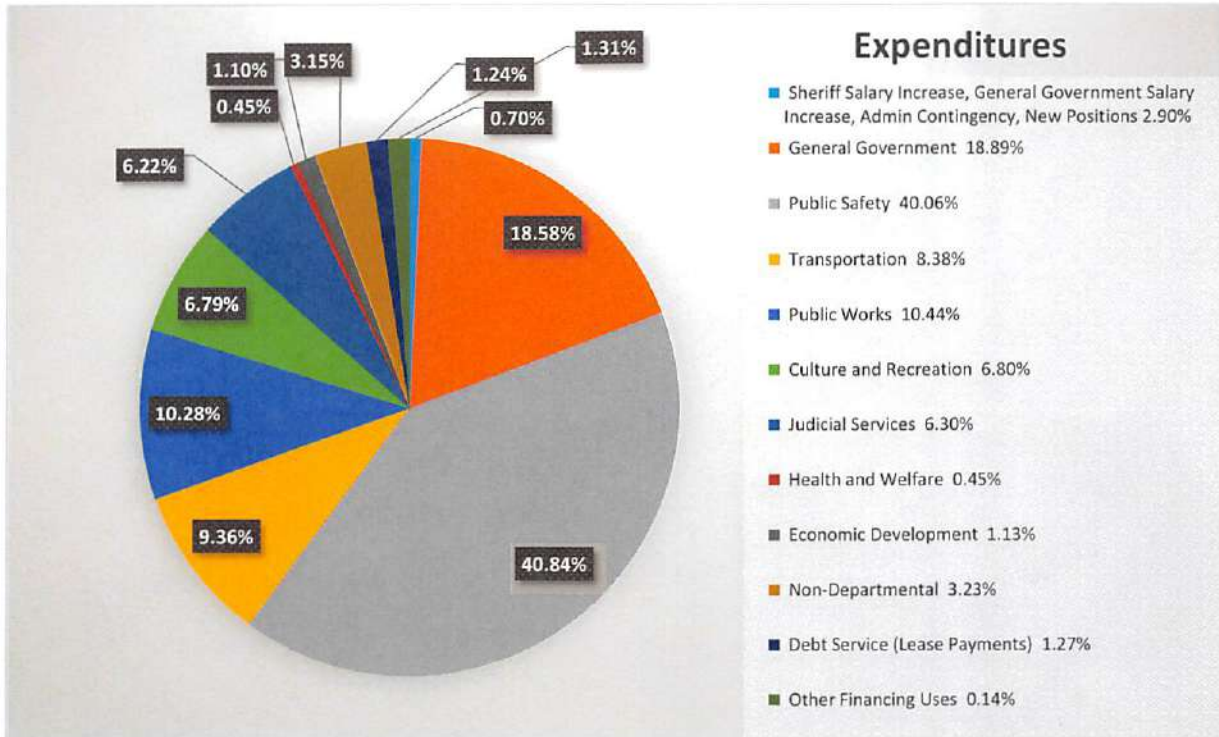
Revenues and Other Financing Sources							
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11		% Change from FY 2023
Property Taxes	36,730,275	38,531,227	41,474,316	44,493,703	39,796,440	Pg 5	-10.56%
Intergovernmental	3,995,120	4,686,613	4,888,193	3,968,222	4,834,181	Pg 6	21.82%
Licenses, Permits and Fees	5,352,745	6,694,932	7,342,104	6,783,600	8,115,850	Pg 7	19.64%
Fines and Forfeitures	231,260	242,004	257,591	222,600	302,600	Pg 8	35.94%
Charges for Services	2,053,881	2,554,699	4,085,819	2,823,328	4,060,328	Pg 9	43.81%
Interest and Investment Income	903,344	75,750	-	200,000	1,500,000	Pg 10	650.00%
Miscellaneous and Other	210,933	267,164	254,689	242,214	242,214	Pg 11	0.00%
Other Financing Sources	3,052,463	805,631	2,893,684	1,879,297	1,450,620	Pg 12	-22.81%
Use of Fund Balance	-	-	-	384,056	-	N/A	
	52,530,020	53,858,020	61,196,396	60,997,020	60,302,233		-1.14%

2.528% 13.625% -0.326% -1.139%



Oconee County, South Carolina
 General Fund Summary
 2023-2024 Budget

Expenditures and Other Financing Uses						
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment	% Change from FY 2023
3% COLA, New Positions, Salary Savings, Fuel Contingency, Admin Contingency	-	-	-	300,219	421,591	
General Government	8,732,555	9,112,716	9,509,470	10,491,959	11,205,367	6.80%
Public Safety	19,165,625	19,939,063	21,048,696	23,573,808	24,635,758	4.50%
Transportation	3,727,397	3,996,246	4,710,528	5,521,948	5,645,462	2.24%
Public Works	4,373,084	4,759,895	5,086,095	5,441,966	6,199,113	13.91%
Culture and Recreation	3,187,563	3,356,741	3,556,088	4,009,510	4,093,184	2.09%
Judicial Services	2,801,152	2,898,988	2,946,805	3,414,755	3,749,147	9.79%
Health and Welfare	230,990	233,118	285,382	262,775	271,722	3.40%
Economic Development	564,167	581,958	530,555	665,752	666,535	0.12%
Non-Departmental	1,538,345	3,399,458	4,651,806	1,935,000	1,900,000	-1.81%
Debt Service (Lease Payments)	982,646	1,401,748	886,296	742,574	746,726	0.56%
Other Financing Uses	275,000	140,000	1,718,765	149,367	789,000	428.23%
	45,578,524	49,819,930	54,930,487	56,509,633	60,323,605	6.75%
Net Change in Fund Balance	6,951,496	4,038,089	6,265,909	4,487,387	(21,372)	
Actual Value of a Mill	545,613	561,398	586,604	602,892	620,000	



Expenditures and Other Financing Uses					
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
General Government					
3% COLA, New Positions, Salary Savings, Fuel Contingency, Admin Contingency	-	-	-	300,219	421,591
Administrator (717)	421,698	368,142	446,949	450,553	544,720
Assessor (301)	982,480	977,340	967,481	1,096,607	1,175,192
Auditor (302)	503,692	520,741	590,127	667,476	775,510
Board of Assessment Appeals (303)	2,691	3,252	1,547	7,526	7,714
County Attorney (741)	321,500	321,864	374,996	404,792	421,517
County Council (704)	369,548	294,827	289,685	322,151	337,369
Delinquent Tax Collector (305)	321,423	378,409	375,455	448,571	410,176
Facilities Maintenance (714)	1,352,242	1,635,811	1,326,458	1,460,350	1,574,270
Finance Office (708)	607,173	695,773	737,673	715,308	837,963
Human Resources (710)	319,402	335,055	428,980	423,817	365,108
Information Technology (711)	907,661	906,987	1,056,544	1,211,401	1,251,318
Legislative Delegation (706)	94,577	94,905	92,659	102,957	105,301
Planning Commission (712)	286,705	230,074	335,477	444,572	444,712
Procurement (713)	151,019	168,821	187,041	250,378	263,628
Register of Deeds (735)	290,826	301,709	328,224	341,909	350,032
Soil and Water Conservation District (716)	68,319	80,945	75,211	81,981	97,101
Treasurer (306)	571,624	588,667	619,985	706,729	737,594
Vehicle Maintenance (721)	924,682	933,092	991,733	1,050,423	1,112,084
Voter Registration and Elections (715)	235,293	276,302	283,245	304,458	394,059
Total General Government	8,732,555	9,112,716	9,509,470	10,491,959	11,205,367
Public Safety					
Animal Control (110)	640,343	643,774	638,161	713,941	765,019
Building Codes (702)	623,677	623,287	634,805	734,647	853,186
Communications (104)	1,605,604	1,651,216	1,754,918	1,916,158	1,987,207
Coroner (103)	249,964	257,253	306,492	328,596	371,104
Detention Center (106)	4,235,413	4,347,274	4,563,534	5,076,497	5,139,971
Fire/Emergency Services (107)	2,521,715	3,085,269	3,142,327	3,718,094	4,017,609
Sheriff (101)	9,288,909	9,330,990	10,008,459	11,085,875	11,501,661
Total Public Safety	19,165,625	19,939,063	21,048,696	23,573,808	24,635,758

Expenditures and Other Financing Uses					
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
Transportation					
Airport (720)	1,183,587	1,340,473	2,131,089	2,378,815	2,652,412
Roads and Bridges (601)	2,543,810	2,655,773	2,579,439	3,143,133	2,993,050
Total Transportation	3,727,397	3,996,246	4,710,528	5,521,948	5,645,462
Public Works					
Solid Waste (718)	4,373,084	4,759,895	5,086,095	5,441,966	6,199,113
Total Public Works	4,373,084	4,759,895	5,086,095	5,441,966	6,199,113
Culture and Recreation					
Chau Ram Park (205)	338,326	413,942	411,117	407,469	420,561
High Falls Park (203)	425,231	453,077	491,681	453,196	539,964
Library (206)	1,376,570	1,383,383	1,426,414	1,576,959	1,550,651
Parks, Recreation and Tourism (202)	576,333	587,530	620,851	970,004	891,180
South Cove Park (204)	471,103	518,809	606,025	601,882	690,828
Total Culture and Recreation	3,187,563	3,356,741	3,556,088	4,009,510	4,093,184
Judicial Services					
Clerk of Court (501)	654,713	681,337	741,393	788,291	912,008
Magistrate (509)	799,070	815,506	845,301	989,790	1,098,030
Probate Court (502)	353,803	360,145	348,316	381,670	452,757
Public Defender (510)	240,000	240,000	250,000	250,000	250,000
Solicitor (504)	753,566	802,000	761,795	1,005,004	1,036,352
Total Judicial Services	2,801,152	2,898,988	2,946,805	3,414,755	3,749,147
Health and Welfare					
Department of Social Services (402)	12,829	11,435	11,420	12,700	11,600
Health Department (403)	26,743	22,169	69,029	29,150	28,700
Veterans' Affairs (404)	191,418	199,514	204,933	220,925	231,422
Total Health and Welfare	230,990	233,118	285,382	262,775	271,722
Economic Development (707)	564,167	581,958	530,555	665,752	666,535
Non-Departmental (709)	1,538,345	3,399,458	4,651,806	1,935,000	1,900,000
Debt Service Lease Payments	982,646	1,401,748	886,296	742,574	746,726
Other Financing Uses	275,000	140,000	1,718,765	149,367	789,000
Total Expenditures and Other Financing Uses	45,578,524	49,819,930	54,930,487	56,509,633	60,323,605
Net Change in Fund Balance Increase (Decrease)	6,951,496	4,038,089	6,265,909	-	(21,372)

**Oconee County, South Carolina
Charges for Services
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
010-080-00805-00203	High Falls Park	131,234	220,987	220,798	225,000	225,000
010-080-00805-00204	South Cove Park	305,344	458,375	439,026	460,000	460,000
010-080-00805-00205	Chau Ram Park	32,906	79,302	85,946	85,000	85,000
010-080-00805-00306	PRT Season Pass/Treasurer	875	850	815	500	500
010-080-00805-00950	Sheriff-Voluntary Extra Duty Pay	115,588	80,122	142,980	80,000	80,000
010-080-00805-10900	Airport - Hangar Rent	129,843	126,368	127,960	148,802	148,802
010-080-00805-10904	Airport Comm./Mechanic	5,775	6,300	6,300	6,300	6,300
010-080-00805-10905	Tie Down	3,750	3,535	3,915	3,500	3,600
010-080-00805-10906	Airport Miscellaneous	1,515	1,132	976	1,000	1,000
010-080-00805-10911	Bare Land Lease	2,626	2,626	2,743	2,626	2,626
010-080-00805-10912	Airport - Call Out Fees	13,805	20,000	32,550	20,000	25,000
010-080-00805-10913	Airport - Long-Term Parking Fees	1,730	3,690	9,650	3,500	7,500
010-080-00805-10914	Airport - Ramp Fee	20,903	27,953	153,405	25,000	125,000
010-080-00805-10980	Airport - Aviation Fuel	216,896	237,676	296,796	225,000	340,000
010-080-00805-10990	Airport - Jet Fuel	834,080	1,061,741	1,974,099	1,275,000	2,300,000
010-080-00805-62051	Fairplay Recreation Area Revenue	5,150	3,787	3,092	3,500	-
010-080-00805-62052	Lawrence Bridge Rec Area Revenue	4,463	3,505	2,512	3,500	-
010-080-00805-62053	Mullins Ford Rec Area Revenue	273	445	336	500	-
010-080-00805-62054	Choestoea Landing Revenue	1,062	1,721	962	1,600	-
010-080-00805-62055	Port Bass Landing Revenue	10	-	-	-	-
010-080-00805-62056	Seneca Creek Landing Revenue	3,220	2,543	1,095	2,500	-
010-080-00805-62057	South Union Landing Revenue	901	487	333	500	-
010-080-49807-14902	Solid Waste - Recyclables	213,058	211,554	579,530	250,000	250,000
010-080-49807-14910	Solid Waste - Mulch Sales	8,874	-	-	-	-
Total	Total Charges for Services	2,053,881	2,554,699	4,085,819	2,823,328	4,060,328

Oconee County, South Carolina
Interest and Investment Income
2023-2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
Multiple Account Numbers	Interest - Administrative Investment Accounts	903,344	75,750	-	200,000	1,500,000
Total	Total Interest and Investment Income	903,344	75,750	-	200,000	1,500,000

LGIP Average Monthly Rates

The average monthly rates, reflect an average of the daily rate to partic, refer to your statements for actual monthly rate.

Month	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
July	0.28	0.71	1.08	2.07	2.42	0.50	0.11	1.72
August	0.30	0.70	1.06	2.10	2.28	0.34	0.10	2.32
September	0.35	0.78	1.08	2.09	2.18	0.28	0.10	2.62
October	0.40	0.77	1.10	2.26	2.08	0.21	0.10	3.24
November	0.39	0.78	1.12	2.31	1.92	0.17	0.11	3.94
December	0.49	0.86	1.24	2.39	1.84	0.16	0.14	4.32
January	0.57	0.90	1.35	2.43	1.81	0.16	0.15	4.57
February	0.63	0.92	1.44	2.43	1.74	0.14	0.17	4.75
March	0.70	0.97	1.68	2.47	1.58	0.13	0.34	4.85
April	0.67	1.01	1.88	2.45	1.40	0.13	0.52	5.10
May	0.69	1.01	1.94	2.41	1.00	0.11	0.87	5.27
June	0.70	1.07	2.01	2.30	0.76	0.09	1.26	5.35

**Oconee County, South Carolina
Airport (720)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
010	720	10110	00000	Salary and Wages	280,867	333,967	287,498	396,275	423,829
010	720	10710	00000	Overtime	11,111	15,183	22,691	10,000	5,500
010	720	20013	00000	Social Security	21,333	26,041	23,272	31,463	31,679
010	720	20014	00000	Retirement	42,497	52,384	48,013	71,520	76,858
010	720	20015	00000	Workers Compensation	9,742	13,309	14,035	13,750	13,084
010	720	20016	00000	Health Insurance	53,645	54,834	63,973	82,251	73,112
010	720	20027	00000	Dental Insurance	823	3,300	3,850	4,950	4,400
010	720	20028	00000	Vision Insurance	19	600	700	900	800
Salary and Wage Totals					420,037	499,618	464,032	611,109	629,262
010	720	30018	00000	Travel	-	-	493	-	-
010	720	30024	00000	Equipment Maintenance	4,764	5,082	5,385	6,000	6,000
010	720	30025	00000	Professional	80,403	64,074	74,808	77,000	85,000
010	720	30037	00000	Equipment Rental	7,730	17,470	(10,609)	25,000	25,000
010	720	30041	00000	Airport Shuttle Service - Sr. Solutions	1,485	-	-	-	-
010	720	30056	00000	Data Processing	-	-	1,860	3,500	3,500
010	720	30059	00000	Copier Click Charges	541	555	912	750	750
010	720	30080	00000	Dues: Organizations	285	250	250	450	450
010	720	30084	00000	School/Seminar/Training/MTG	688	100	75	1,500	1,000
010	720	30090	00000	Commission Honoraria	700	600	700	700	700
010	720	33022	00000	Building/Grounds Maintenance	23,021	37,903	39,768	25,000	25,000
010	720	33022	97122	Maint Bldgs/Grounds SCAC Grant Match	-	6,300	-	-	-
010	720	34043	00000	Electricity	22,702	21,727	24,732	23,000	23,000
010	720	34044	00000	Water/Sewer/Garbage	1,517	1,689	1,714	1,000	2,000
010	720	40027	00000	Safety Equipment	1,647	1,121	1,706	2,000	2,000
010	720	40031	00000	Small Equipment	5,840	3,401	4,219	4,500	4,500
010	720	40032	00000	Operational	7,224	6,938	8,338	8,000	8,000
010	720	40033	00000	Postage	202	90	150	250	250
010	720	40034	00000	Food	965	788	1,193	1,000	1,000
010	720	40045	00000	IT Replacement Eq/Software	-	-	2,204	-	-
010	720	40065	00000	Uniforms/Clothing	869	1,315	2,066	2,000	2,000
010	720	40932	00000	Airport Resale Items	1,260	1,561	1,313	2,000	2,000
010	720	40980	00000	Aviation Gas	160,950	179,257	256,285	180,000	328,000
010	720	40990	00000	Jet Fuel	399,063	442,361	1,176,665	975,000	1,458,000
010	720	60990	00000	Credit Cards Processing Fees	26,072	30,584	48,873	30,000	30,000
010	720	80720	00000	Vehicle Maintenance	12,290	12,474	15,173	10,000	10,000
010	720	09999	00000	Grant Match	-	-	-	384,056	-
010	720	81720	00000	Gasoline	1,470	2,664	3,388	3,000	3,000
010	720	82720	00000	Diesel	1,862	2,551	5,394	2,000	2,000
Expenditure Total					763,550	840,855	1,667,057	1,767,706	2,023,150
Department Total					1,183,587	1,340,473	2,131,089	2,378,815	2,652,412

Airport (720)
2023-2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
Direct Revenue						
010 080 00805 10900	Airport - Hangar Rent	129,843	126,368	127,960	148,802	148,802
010 080 00805 10904	Airport Comm./Mechanic	5,775	6,300	6,300	6,300	6,300
010 080 00805 10905	Tie Down	3,750	3,535	3,915	3,500	3,600
010 080 00805 10906	Airport Miscellaneous	1,515	1,132	976	1,000	1,000
010 080 00805 10911	Bare Land Lease	2,626	2,626	2,743	2,626	2,626
010 080 00805 10912	Airport - Call Out Fees	13,805	20,000	32,550	20,000	25,000
010 080 00805 10913	Airport - Long-Term Parking Fees	1,730	3,690	9,650	3,500	7,500
010 080 00805 10914	Airport - Ramp Fee	20,903	27,953	153,405	25,000	125,000
010 080 00805 10915	Airport Special Events	5,017	750	1,375	-	-
010 080 00805 10916	Airport Shuttle - SR Solutions	5,095	-	1,341	-	-
010 080 00805 10980	Airport - Aviation Fuel	216,896	237,676	296,796	225,000	340,000
010 080 00805 10990	Airport - Jet Fuel	834,080	1,061,741	1,974,099	1,275,000	2,300,000
Departmental Direct Revenue		1,241,035	1,491,771	2,611,110	1,710,728	2,959,828
Other Revenue		-	-	-	-	-
Cost in Tax Dollars		(57,448)	(151,298)	(480,021)	668,087	(307,416)
Estimated Millage		-0.11	-0.27	-0.82	1.14	-0.51
Percentage of Budget		2.60%	2.69%	3.88%	4.33%	4.69%
Life After Lock-Up		1	1	1	1	1
Full Time Employees		7	7	7	7	7

**Oconee County, South Carolina
Building Codes Department (702)
2023-2024 Budget**

Account Number				Description	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
10	702	10110	00000	Salary and Wages	329,910	331,647	382,916	361,702
10	702	10710	00000	Overtime	9,048	6,516	10,000	10,000
10	702	20013	00000	Social Security	24,971	25,107	30,078	30,980
10	702	20014	00000	Retirement	52,629	55,677	68,713	70,774
10	702	20015	00000	Workers Compensation	8,505	9,662	9,628	9,917
10	702	20016	00000	Health Insurance	73,112	63,973	73,112	73,112
10	702	20027	00000	Dental	4,400	3,850	4,400	4,400
10	702	20028	00000	Vision	800	700	800	800
				Salary and Wage Totals	503,375	497,132	579,647	561,686
10	702	30025	00000	Professional	60,687	48,297	75,000	205,000
10	702	30056	00000	Data Processing	34,309	32,620	35,500	42,000
10	702	30059	00000	Copies	829	1,198	3,500	3,500
10	702	30080	00000	Dues: Organizations	479	511	2,500	2,500
10	702	30084	00000	Staff Development	5,091	2,396	10,000	10,000
10	702	40027	00000	Safety Equipment	625	700	2,500	2,500
10	702	40031	00000	Small Equipment	306	4,838	2,000	2,000
10	702	40032	00000	Operational	2,060	1,701	4,000	4,000
10	702	40045	00000	IT Replacement	-	1,470	-	-
10	702	40065	00000	Uniforms/Clothing	1,913	2,431	3,500	3,500
10	702	50870	00000	Capital Vehicles	-	20,000	-	-
10	702	80702	00000	Vehicle Maintenance	3,733	5,889	4,500	4,500
10	702	81702	00000	Gasoline	9,880	15,622	12,000	12,000
				Expenditure Total	119,912	137,673	155,000	291,500
				Department Total	623,287	634,805	734,647	853,186
Direct Revenue								
10	80	805	13700	Building Codes	1,333,492	1,458,453	1,500,000	2,000,000
10	80	805	13701	Building Codes Mobile Home Fees	22,705	23,590	20,000	22,000
10	80	805	13705	Building Codes Plan Review Fees	162,284	92,761	175,000	175,000
10	80	805	13706	Subdivision Plan Review Fees	5,800	4,750	5,000	20,000
10	80	805	10370	Communication Tower Fees	36,000	53,000	32,000	32,000
10	80	805	60735	One Stop Recording Fees	6,915	6,425	5,000	5,000
				Departmental Total Direct Revenue	1,567,196	1,638,979	1,737,000	2,254,000
				Other Revenue	64,456	50,421	74,320	105,469
				Cost in Tax Dollars	(1,008,365)	(1,054,595)	(1,076,673)	(1,506,283)
				Estimated Millage	-1.80	-1.80	-1.84	-2.50
				Percentage of General Fund Budget	1.25%	1.16%	1.34%	1.51%
				Total Full Time Employees	7	7	8	7

Oconee County, South Carolina
 Other Financing Uses
 2023-2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
010 095 00171 70012	Transfer To Capital Projects Fund - Westminster Magistrate	-	-	500,490	-	-
010 095 00171 70013	Transfer Out - 13 Fund	-	-	37,275	-	-
010 095 00171 70210	Transfer To Sheriff's Victim Services 210 Fund	-	85,000	137,000	40,000	40,000
010 095 00171 70215	Transfer To Solicitor's Victim Services 215 Fund	-	55,000	110,000	45,000	45,000
010 095 00171 70017	Transfer to Rock Quarry for COLA Increase	-	-	-	64,367	-
010 095 00171 70325	Transfer to Capital Equipment - Vehicle Fund	275,000	-	-	-	-
010 095 00171 70340	Transfer to One Time Capital Equipment	-	-	-	-	704,000
010 095 00171 70515	Transfer Out - 515 Fund - FOCUS	-	-	934,000	-	-
Total Other Financing Uses		275,000	140,000	1,718,765	149,367	789,000

Direct Revenue						
Departmental Total Direct Revenue						
	Other Revenue	45,139	14,478	136,518	15,111	97,534
	Cost in Tax Dollars	229,861	125,522	1,582,247	134,256	691,466
	Estimated Millage	0.42	0.22	2.70	0.23	1.15
	Percentage of General Fund Budget	0.60%	0.28%	3.13%	0.27%	1.40%
	Total Full Time Employees	-	-	-	-	-



Oconee County, South Carolina
Capital Request Fund New Fund 340
2023-2024 Budget

Account Number	Description	FY 2024 Budget Amendment
	Number of Mills	2.0
Revenues		
	Capital Request Millage	1,240,000
	Transfer In from General Fund	704,000
	Transfer In from TCTC	500,000
	Total Revenues	- 2,444,000
Expenditures		
	Airport	
	Capital Land - Hamilton Property	17,250
	Communications	
	Capital Equipment - Bad Creek Tower Radio Site	85,000
	Capital Equipment - Salem Water Radio Site	65,000
	Capital IT Equipment/Software - HCTC Backup 911 Final	15,000
	Detention Center	
	Maintenance on Building/Grounds - Bar Screen	150,000
	Maintenance on Building/Grounds - Sheriff's Sub-Stations	20,000
	Facilities Maintenance	
	Maintenance on Building/Grounds - Carpet for Public Defender	20,000
	Solid Waste	
	Capital Expenditure Equipment - 6 Recycling 30 Yard Containers	48,000
	Capital Expenditure Equipment - 6 to 8 Compactors/Containers	127,000
	Capital Expenditure Buildings/Grounds - Storage Garage for Supplies	25,000
	Capital Equipment - Transfer Station Wheel Loader	380,000
	Capital Equipment - 110 horse mowing tractor	120,000
	Vehicle Maint	
	Capital Equipment - Tire Mounting Machine and Balancer	20,000
	Unforeseen Emergency	1,351,750
	Total Expenditures	- 2,444,000
	Net Fund Balance	- -

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-12**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE CENTRAL ELECTRIC POWER COOPERATIVE, INC. FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE SENACA RAIL PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, is the owner of an industrial and business park known as the Seneca Rail Park (“County Property”);

WHEREAS, the Central Electric Power Corporation, Inc. (“Central Electric”) wishes to acquire from the County, and the County wishes to grant to Central Electric, certain easement rights for the construction, maintenance, alteration, and replacement of an electric line or lines, for overhead or underground electric transmission, distribution, and communication lines under and through certain portions of the County Property (collectively, the “Easements Rights”);

WHEREAS, the form, terms, and provisions of the easement agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the grant of the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, with only such changes as are not materially adverse to the County.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in form and substance acceptable to the County Administrator.
4. Should any part of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.
5. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not amended hereby, directly or by implication, shall remain in effect.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2024.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: March 05, 2024
Second Reading: March 19, 2024
Third Reading: April 02, 2024
Public Hearing: April 02, 2024

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

TMS #520-36-10-017
V-07 - Utica
EASEMENT #54
TRACT #U04

KNOW BY THESE PRESENTS, that the undersigned Grantor, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina, in consideration of the payment hereinafter agreed upon, hereby grants to the Central Electric Power Cooperative, Inc. (hereinafter called the "Grantee"), its successors and assigns, a perpetual easement for the construction, maintenance, alteration, and replacement of an electric line or lines, for overhead or underground electric transmission, distribution and communication lines, consisting of supporting structures, overhead and underground connectors, lightning protective wire, towers, poles, anchors and necessary fixtures and wires attached thereto, counterpoise underground wires, and all structures and appliances necessary or convenient in connection therewith, together with all rights and privileges incident to the use and enjoyment thereof, the right of ingress and egress to and along the said line and the right to clear and keep clear all brush, timber and tree tops along the easement area which might endanger any of the works thereon, over and upon a portion of that certain tract situated in Oconee County, South Carolina, containing approximately 111.08 acres and being the same property conveyed to Grantor as evidenced by deed of Propex Operating Company, LLC, recorded in the Office of the Register of Deeds for Oconee County on April 26, 2012 in Deed Book 1894 at Page 221 ("Grantor's Property").

The easement granted herein represents a portion of the Grantor's Property and contains 5.20 acres (the "Easement Premises"), as is more clearly shown on the attached "Exhibit A" which is hereby incorporated by reference and made a part of this easement.

It is agreed that, as lump sum consideration for said easement and right of construction with all rights incident thereto, the Grantee will pay to the Grantor the sum of One Hundred and Thirty-Five Thousand and 00/100 (\$135,000.00) Dollars.

The lump sum consideration herein mentioned is the entire consideration to be paid for the rights granted.

Payments provided for by this instrument will be made by check or other readily available funds, delivered to Grantor at 415 S. Pine Street, Walhalla, South Carolina 29691.

The Grantee shall have the right to clear and keep clear all structures, buildings, wells, pump houses, fire hazards, timber, pulpwood, brush, tree tops, and other obstructions within the Easement Premises, as well as all danger trees at a greater distance which would injure the transmission line in falling. All trees cut shall become the property of the Grantee and except as directed by a local, state and/or federal agency shall be removed from the Grantor's Property without unreasonable delay and at Grantee's expense. For danger trees cut after the initial clearing, the Grantee will pay to the owner of said tract the fair market value of such danger trees at the time of cutting. The Grantee shall have a commercially reasonable right of entry upon Grantor's Property for all of the purposes aforesaid. Any damage to Grantor's Property (other than to property cleared or removed as hereinbefore provided) caused by the Grantee in the course of constructing, rebuilding, or repairing said lines shall be borne by Grantee.

The Grantor agrees that it will not, without the written permission of the Grantee, which will not be unreasonably withheld, conditioned, or delayed (but which will be contingent upon the results of Grantee's review of any specific encroachment request), erect any well, building or structure on, place or store any materials, containers or vehicles on, or grade, excavate, fill or flood the Easement Premises in any manner which, in the opinion of the Grantee, may interfere with the exercise of the rights and/or easement herein granted, or any of them, or which may create a hazard.

The Grantor agrees that all poles, wires, and other facilities, installed on the Easement Premises by or for Grantee, shall remain the property of the Grantee, removable at the option of the Grantee, but which shall be removed by Grantee in the event it permanently abandons their use or use of the Easement Premises, as stated herein.

The Grantor further represents and warrants that the Easement Premises is free from all liens and encumbrances, excluding other easement rights but including mortgages, timber deeds, mineral deeds, and tax liens.

In addition to the consideration paid by Grantee herein to Grantor for the granting of this easement, Grantee agrees to the following:

- a) To replace and restore any grasses, ornamental shrubs, bushes, or trees located in or about the Grantor's Property, excluding the Easement Premises, which were destroyed or damaged by Grantee during construction or maintenance of the electric line(s) or appurtenances thereto.
- b) To repair driveways, fences, sidewalks, curbing, and parking areas disturbed or damaged by Grantee during initial construction, maintenance, or repair of the electric line(s) or appurtenances thereto.
- c) Upon completion of construction, or upon completion of any subsequent maintenance, change, or relocation within the Easement Premises, Grantee shall cause the area within the Easement Premises disturbed by such construction or maintenance to be sowed in ground cover.
- d) Grantee shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors, and assigns harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property resulting from (i) any damage, accident, injury, or other similar occurrence in or on Grantor's Property, including the Easement Premises, caused by Grantee's negligence or willful misconduct or (ii) the use, maintenance, or repair of the Grantor's Property, including the Easement Premises, by Grantee, its guests, invitees, agents, or contractors.
- e) The easement rights herein given shall not be exercised by Grantee in a manner so as to prevent or unreasonably interfere with the use and enjoyment of Grantor's Property, excluding the Easement Premises, by Grantor, its employees, servants, agents, guests, invitees, and successors in interest.

- f) The items to be constructed, installed, operated, and maintained on the Easement Premises shall be constructed, installed, operated, and maintained in a safe manner, consistent with all applicable laws, industry standards, and manufacturers' requirements.
- g) Any damage to Grantor's Property caused by Grantee's activities, shall be replaced or repaired by Grantee to the commercially reasonable satisfaction of Grantor.
- h) Grantee shall not place, keep, store, or permit to be placed, kept, or stored on Grantor's Property, excluding the Easement Area, any equipment or materials except during the times Grantee's employees or agents are physically present and conducting activities permitted under this agreement.

Any rights to the Easement Premises not specifically granted to Grantee herein are reserved to Grantor, its successors and assigns except to the extent that any such right is necessary to Grantee's construction, operation, or maintenance of its electric line(s) in the Easement Area.

The failure of Grantor or Grantee to exercise any rights granted herein shall not be construed as a waiver or abandonment of such rights thereafter at any time.

This agreement shall run with the land, and the provisions of this agreement shall be binding upon and be enforceable against and shall inure to the benefit of Grantor and Grantee and their respective heirs, executors, personal administrators, legal representatives, licensees, successors, successors-in-title, and assigns, except that after construction of the electric line(s) is complete this agreement shall automatically terminate should Grantee, or any of its successors or assigns, entirely abandon the use of the Easement Premises for the operation and maintenance of electric line(s) for a period of one (1) year or more.

TO HAVE AND TO HOLD, all and singular the rights, privileges, and easements aforesaid unto the said Central Electric Power Cooperative, Inc., its successors and assigns, forever. And Grantor does hereby bind itself and its heirs, executors, administrators (successors and assigns) to warrant and forever defend all and singular the said rights, privileges, and easements unto the said Central Electric Power

Cooperative, Inc., its successors and assigns, against Grantor and anyone claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor and Grantee have caused this agreement to be executed in their names and on their behalf, by duly authorized officers, effective as of the ____ day of _____, 2024.

In the presence of:

OCONEE COUNTY, SOUTH CAROLINA

First Witness

By: _____(SEAL)

Its: _____

Second Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the _____ of Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, on behalf of Oconee County.

Notary Public for South Carolina

Print Name: _____

My commission expires: _____

(SEAL)

SIGNED, sealed and delivered

In the presence of:

CENTRAL ELECTRIC POWER COOPERATIVE, INC.

First Witness

By: _____(SEAL)

Name: William C. Ware, P.E.

Its: Vice President, Engineering & Engineering Services

Second Witness

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by William C. Ware, P.E., the Vice President, Engineering & Engineering Services of Central Electric Power Cooperative, Inc.

Notary Public for South Carolina

Print Name: _____

My commission expires: _____

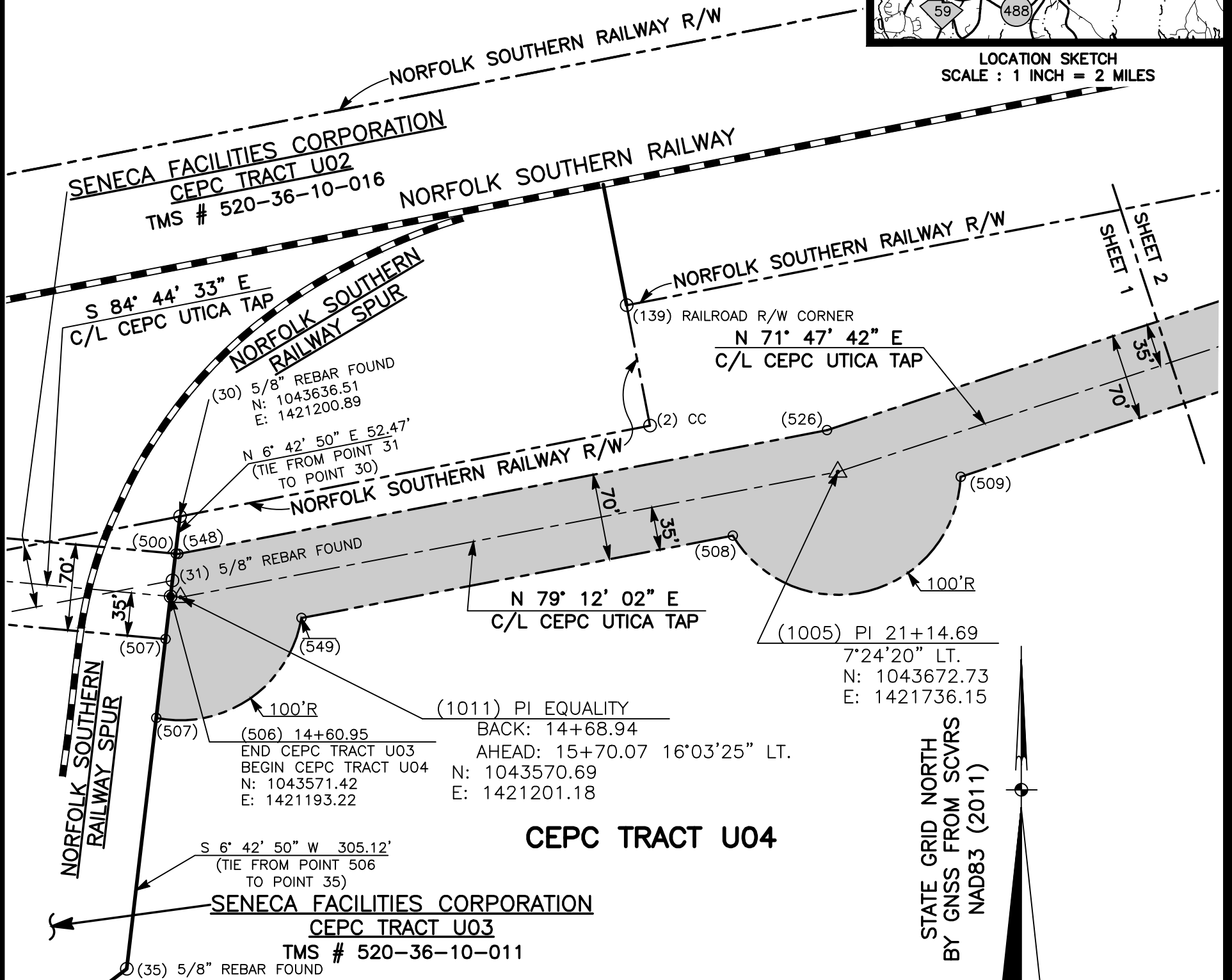
(SEAL)

AREA REQUIRED FOR
ELECTRIC TRANSMISSION LINE R/W ON
CEPC TRACT U04
STA. 14+60.95 TO STA. 42+25.06
R/W AREA REQUIRED
5.20 ACRES

COUNTY: OCONEE
TMS # 520-36-10-017
DEED: BOOK 1894 PAGES 221-225
PLAT: BOOK B403 PAGES 6-7



LOCATION SKETCH
SCALE : 1 INCH = 2 MILES



NOTE: PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE S.C. STATE GRID SCALE (COMBINED REDUCTION FACTOR).

STATE GRID NORTH
BY GNSS FROM SCVRS
NAD83 (2011)

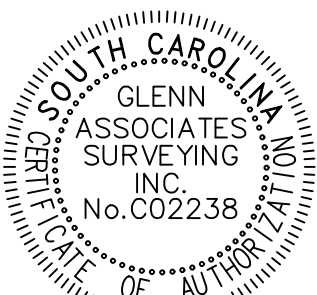


SURVEYOR'S SEAL



SURVEYOR'S SEAL

C.O.A. SEAL



DRAFT
JANUARY 8, 2024

MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
V-07 UTICA TAP 100 kV LINE
CROSSING PROPERTY OF
CEPC TRACT U04-OCONEE COUNTY
OCONEE COUNTY, SOUTH CAROLINA

JANUARY 3, 2024

0 100' 200' 300' 400' 500'

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

MICHAEL R. MILLS ; S.C.P.L.S. # 11606

I HEREBY CERTIFY THAT THE CLOSURE ALONG THE CENTERLINE SURVEY OF THE TRANSMISSION LINE R/W SHOWN ON THIS PLAT IS NO LESS THAN 1:10,000 AND THAT THE PROPERTY LINE TIES ARE BASED ON THE CENTERLINE SURVEY MADE FROM ACTUAL FIELD SURVEYS.

DRAWING BY JOE M. RAMSEY

SHEET 1 OF 4

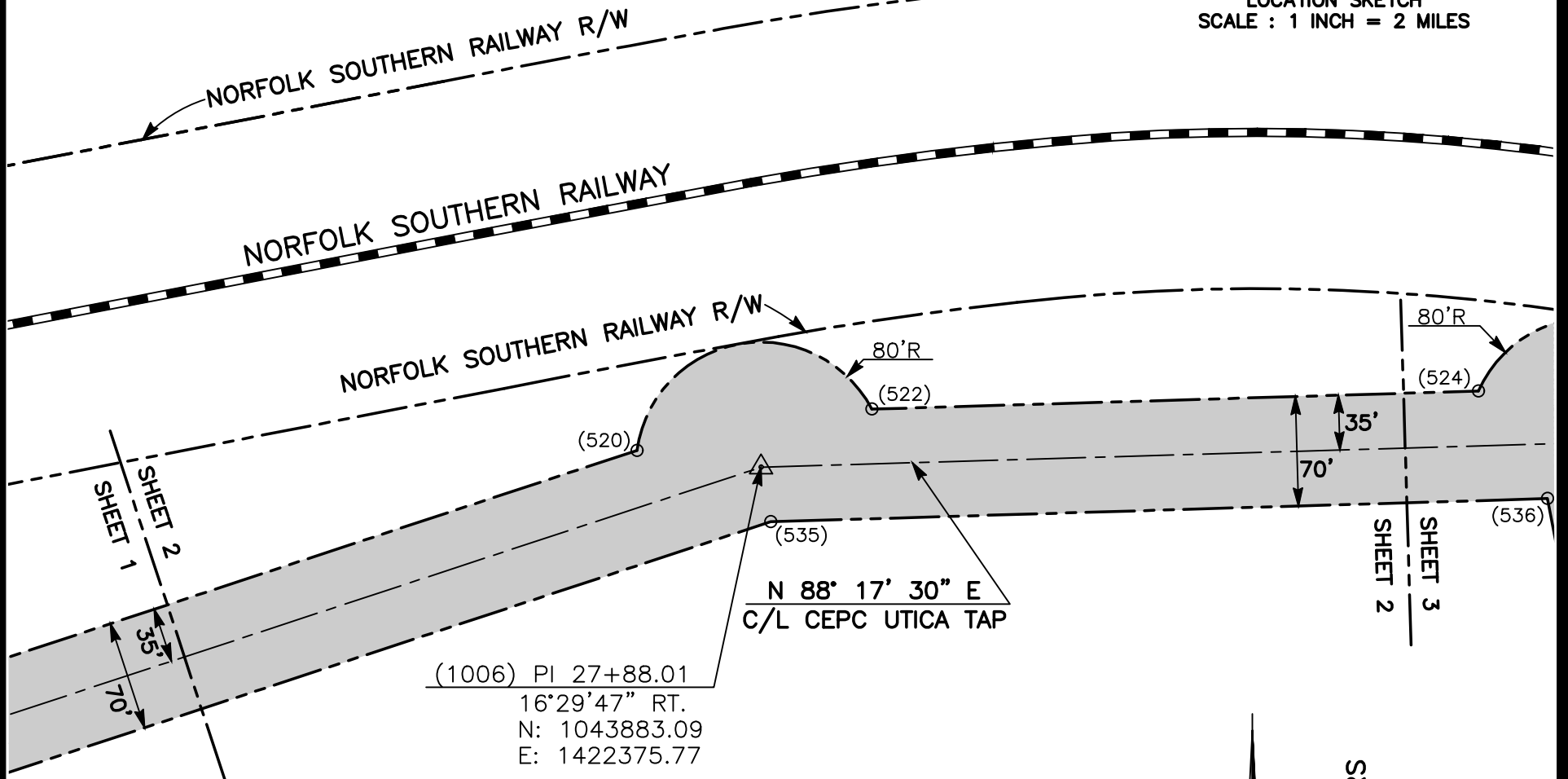
"EXHIBIT A"

AREA REQUIRED FOR
ELECTRIC TRANSMISSION LINE R/W ON
CEPC TRACT U04
STA. 14+60.95 TO STA. 42+25.06
R/W AREA REQUIRED
5.20 ACRES

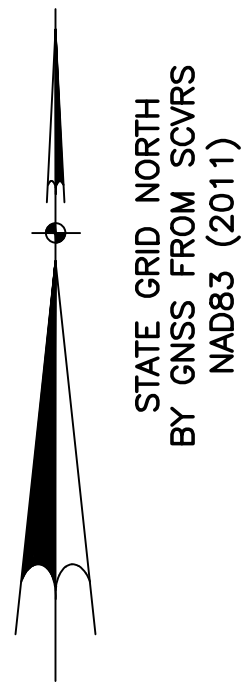
COUNTY: OCONEE
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LOCATION SKETCH
SCALE : 1 INCH = 2 MILES



CEPC TRACT U04



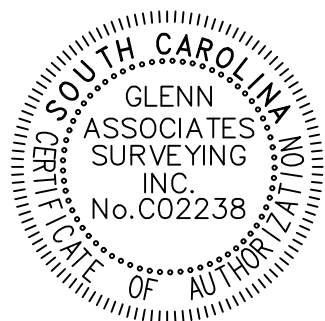
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SURVEYOR'S SEAL



SURVEYOR'S SEAL

C.O.A. SEAL



**DRAFT
JANUARY 8, 2024**

MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
V-07 UTICA TAP 100 kV LINE
CROSSING PROPERTY OF
CEPC TRACT U04-OCONEE COUNTY
OCONEE COUNTY, SOUTH CAROLINA

JANUARY 3, 2024

0 100' 200' 300' 400' 500'

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

MICHAEL R. MILLS ; S.C.P.L.S. # 11606

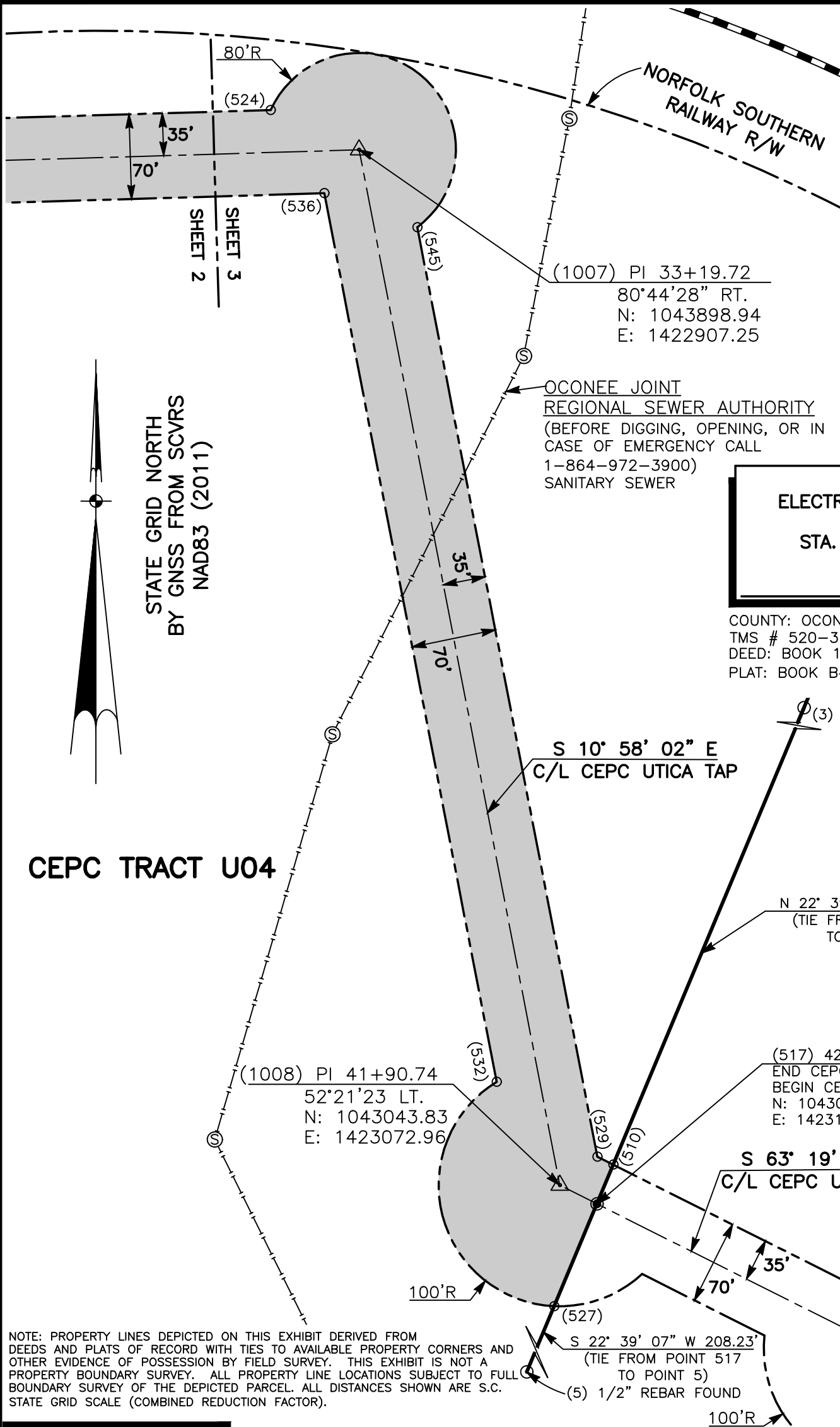
I HEREBY CERTIFY THAT THE CLOSURE ALONG THE CENTERLINE SURVEY OF THE TRANSMISSION LINE R/W SHOWN ON THIS PLAT IS NO LESS THAN 1:10,000 AND THAT THE PROPERTY LINE TIES ARE BASED ON THE CENTERLINE SURVEY MADE FROM ACTUAL FIELD SURVEYS.

DRAWING BY JOE M. RAMSEY

SHEET 2 OF 4



LOCATION SKETCH
SCALE : 1 INCH = 2 MILES



STATE GRID NORTH
BY GNSS FROM SCVRS
NAD83 (2011)

AREA REQUIRED FOR
ELECTRIC TRANSMISSION LINE R/W ON
CEPC TRACT U04
STA. 14+60.95 TO STA. 42+25.06
R/W AREA REQUIRED
5.20 ACRES

COUNTY: OCONEE
TMS # 520-36-10-017
DEED: BOOK 1894 PAGES 221-225
PLAT: BOOK B403 PAGES 6-7

CEPC TRACT U04

NEW HORIZON
ELECTRIC COOPERATIVE, INC.
CEPC TRACT U05
TMS # 240-00-04-007

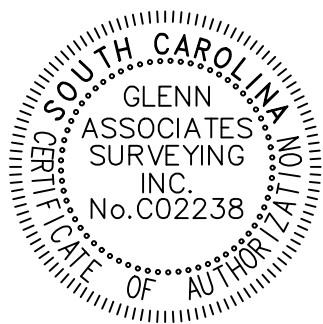
NOTE: PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE S.C. STATE GRID SCALE (COMBINED REDUCTION FACTOR).

SURVEYOR'S SEAL



SURVEYOR'S SEAL

C.O.A. SEAL



MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR

CENTRAL ELECTRIC POWER COOPERATIVE, INC.
V-07 UTICA TAP 100 kV LINE
CROSSING PROPERTY OF
CEPC TRACT U04-OCONEE COUNTY
OCONEE COUNTY, SOUTH CAROLINA

JANUARY 3, 2024

0 100' 200' 300' 400' 500'

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

MICHAEL R. MILLS ; S.C.P.L.S. # 11606

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DRAWING BY JOE M. RAMSEY

SHEET 3 OF 4

DRAFT
JANUARY 8, 2024

"EXHIBIT A"

**AREA REQUIRED FOR
ELECTRIC TRANSMISSION LINE R/W ON
CEPC TRACT U04
STA. 14+60.95 TO STA. 42+25.06
R/W AREA REQUIRED
5.20 ACRES**

COUNTY: OCONEE
TMS # 520-36-10-017
DEED: BOOK 1894 PAGES 221-225
PLAT: BOOK B403 PAGES 6-7



**LOCATION SKETCH
SCALE : 1 INCH = 2 MILES**

COURSES ALONG BOUNDARY OF CEPC TRACT U04 R/W AREA REQUIRED - 5.20 ACRES STA. 14+60.95 TO STA. 42+25.06		
PT-PT	BEARING	DISTANCE
506-31	N 06° 42' 50" E	13.06'
31-500	N 06° 42' 50" E	21.95'
500-548	S 84° 43' 24" E	2.16'
548-526	N 79° 12' 02" E	537.42'
526-520	N 71° 47' 43" E	599.12'
520-522	SEE CURVE DATA	
522-524	N 88° 17' 30" E	387.83'
524-545	SEE CURVE DATA	
545-529	S 10° 58' 02" E	781.88'
529-510	S 63° 19' 25" E	14.65'
510-517	S 22° 39' 07" W	35.09'
517-527	S 22° 39' 07" W	91.55'
527-532	SEE CURVE DATA	
532-536	N 10° 58' 02" W	747.59'
536-535	S 88° 17' 30" W	496.88'
535-509	S 71° 47' 43" W	574.58'
509-508	SEE CURVE DATA	
508-552	S 79° 12' 02" W	357.27'
552-553	SEE CURVE DATA	
553-507	N 06° 42' 50" E	64.47'
507-506	N 06° 42' 50" E	35.01'

CURVE DATA TABLE-CEPC TRACT U04						
PT-PT	RADIUS POINT	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
520-522	1006	144° 36' 28" RT.	80.00'	N 80° 02' 36" E	152.43'	201.91'
524-545	1007	208° 51' 08" RT.	80.00'	S 51° 20' 16" E	154.96'	291.61'
527-532	1008	145° 54' 39" RT.	100.00'	N 14° 24' 36" W	191.22'	254.66'
509-508	1009	146° 25' 52" RT.	100.00'	S 75° 29' 53" W	191.48'	255.57'
552-553	1011	91° 36' 22" RT.	100.00'	S 55° 29' 28" W	143.39'	159.88'

NOTE: PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE S.C. STATE GRID SCALE (COMBINED REDUCTION FACTOR).



MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
V-07 UTICA TAP 100 kV LINE
CROSSING PROPERTY OF
CEPC TRACT U04-OCONEE COUNTY
OCONEE COUNTY, SOUTH CAROLINA
JANUARY 3, 2024

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

MICHAEL R. MILLS ; S.C.P.L.S. # 11606

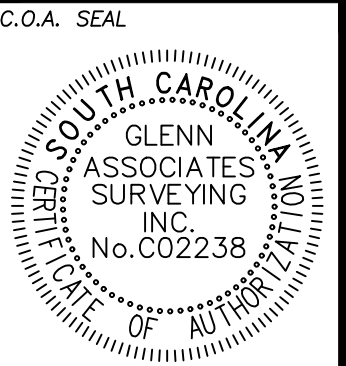
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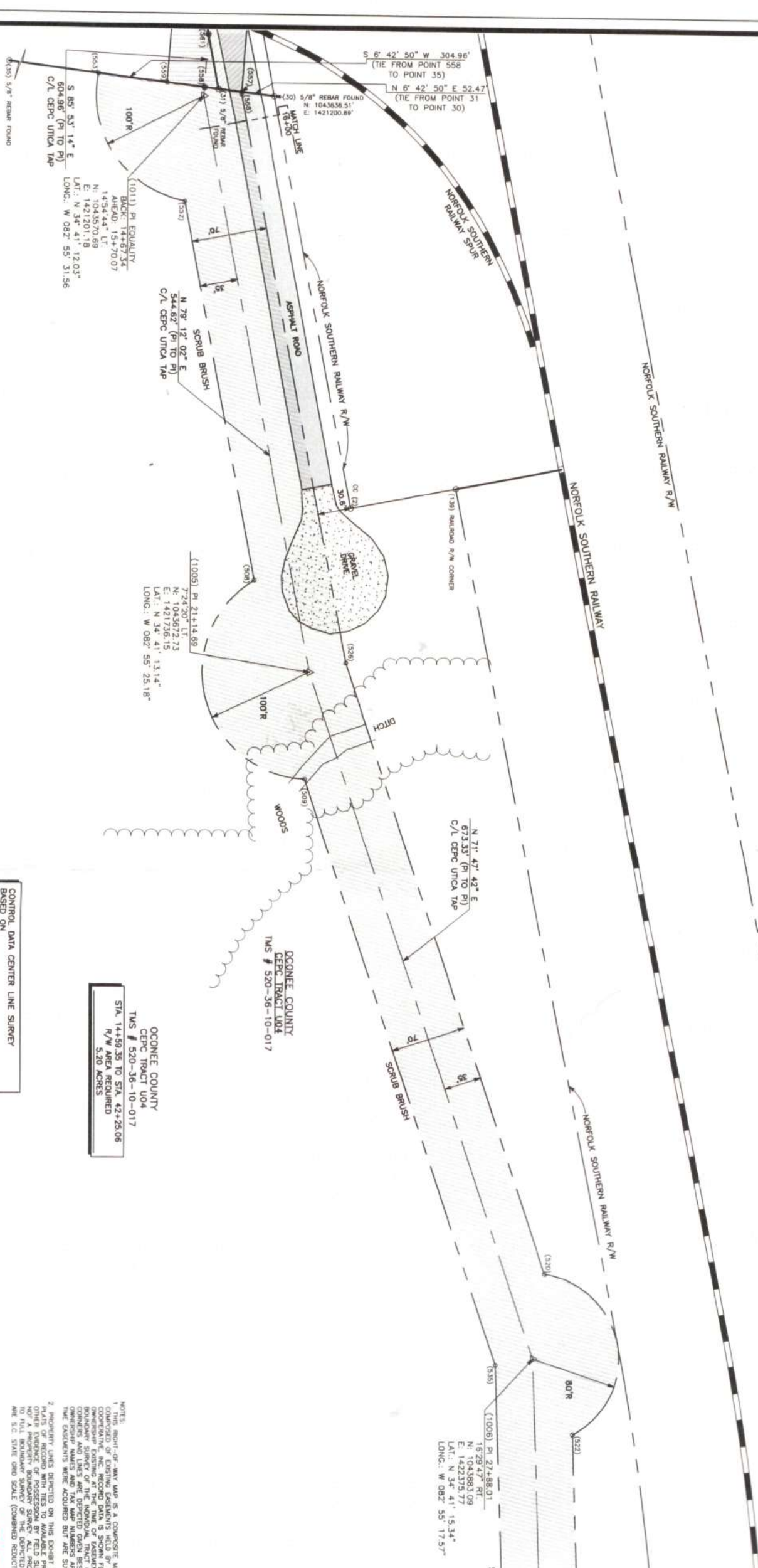
DRAWING BY JOE M. RAMSEY

SHEET 4 OF 4

SURVEYOR'S SEAL

**DRAFT
JANUARY 8, 2024**





CONTROL DATA CENTER LINE SURVEY
BASED ON
SOUTH CAROLINA REAL TIME NETWORK

OCCONEE COUNTY
CEPIC TRACT U04
TMS # 520-36-10-017
S/A 14+59.35 TO S/A 42+25.06
R/W AREA REQUIRED
5.20 ACRES

(1006) PI 27+88.01
15729.47' RT
N: 1043583.09
E: 1422375.77
LAT: N 34° 41' 15.34"
LONG: W 082° 55' 17.57"

- HATCH PATTERN LEGEND FOR
- CEPIC TRACTS
 - SENeca FACILITIES CORPORATION
 - NORFOLK SOUTHERN RAILWAY
 - SENeca FACILITIES CORPORATION
 - NEW HORIZON ELECTRIC COOPERATIVE, INC.

DRAWING BY JOE M. RANNEY

SURVEYOR'S SEAL

SOUTH CAROLINA
PROFESSIONAL SURVEYOR
MICHAEL RALPH WILLS
11898

C.O.A. SEAL

GLENN ASSOCIATES
SURVEYING
No. 002238



LEGEND	
△ P.I.	RIGHT WAY
● CEPIC R/W MONUMENT	CENTER LINE
○ CENTERLINE POINT AT PROPERTY CORNER	PAVED ROAD
○ WELL	DIRT ROAD
○ SANITARY SEWER MANHOLE	WOODS TRAIL
○ WOODS / TREE LINE	WATER/CREEK
○ CEPIC CENTRAL ELECTRIC POWER COOPERATIVE, INC.	DITCH
○ SCPSA SOUTH CAROLINA PUBLIC SERVICE AUTHORITY	BARB WIRE FENCE
○ HOPE HIGH DENSITY BOLD ETHYLENE RENFORCED PIPE	NET WIRE FENCE
○ RCP COMPUTED CORNER	ELECTRIC STRUCTURE (POWER POLE LINE STRUCTURE)
○ FIRE HYDRANT	FORCE MAIN VALVE
○ WATER VALVE	

P.0. BOX 12 JENKINSVILLE, SOUTH CAROLINA

SURVEYED BY GLENN ASSOCIATES SURVEYING

MICHAEL R. WILLS

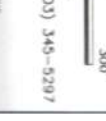
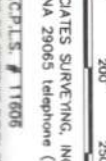
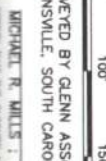
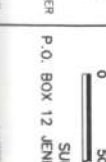
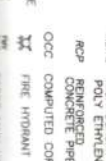
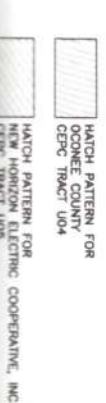
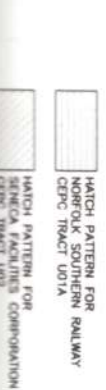
1 HERBERT CENTER THAT THE TRANSMISSION LINE R/W ARE BACK FIELD SURVEYS AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES

SCALE: 1" = 50'

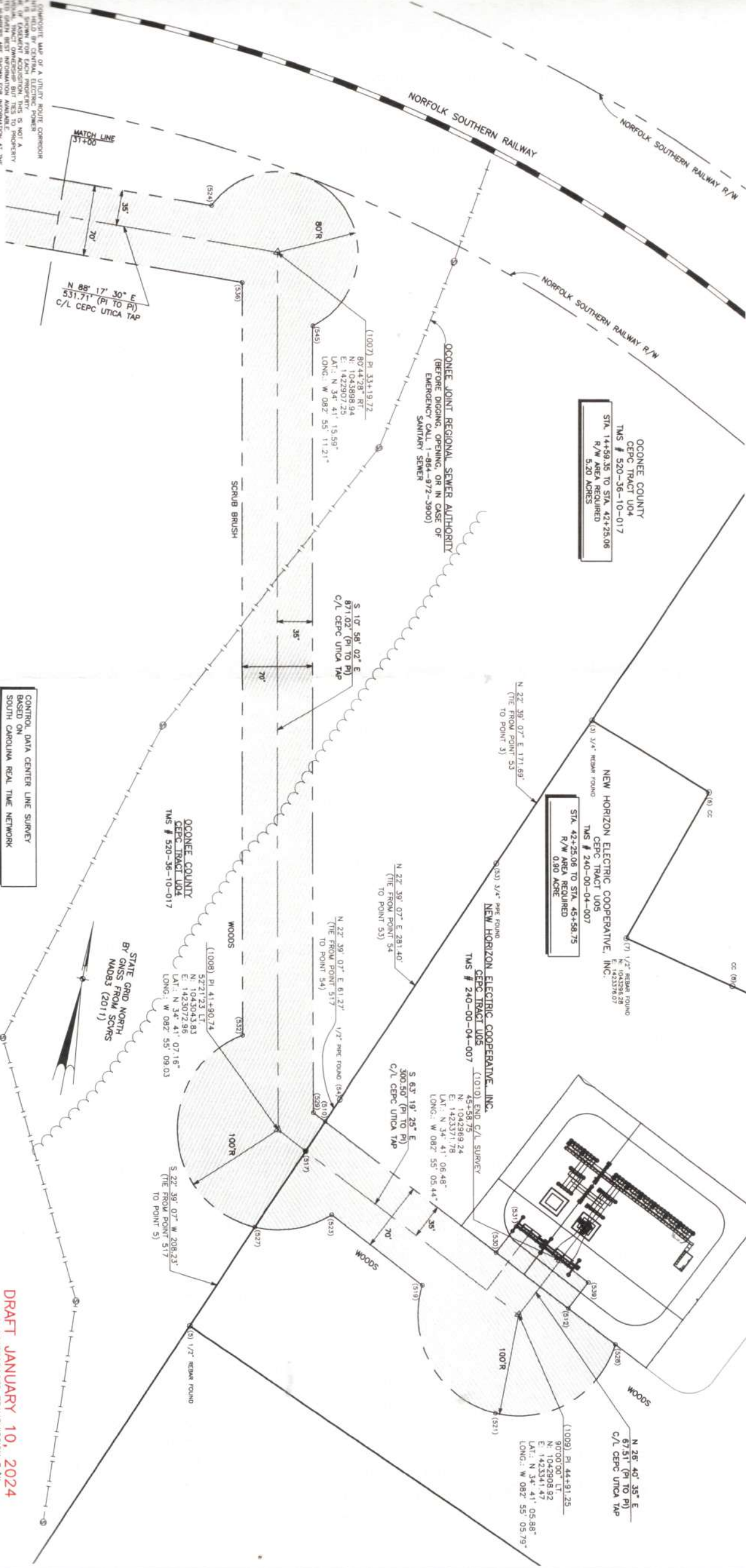
0 50' 100'

DRAFT

NOTES:
1. RIGHT-OF-WAY MAP IS A COMPOSITE MAP OF A COMBINATION OF EXISTING EXAMINED RIGHT-OF-WAY MAPS AND RECORD DATA IS SHOWN FOR EACH OVERLAPPING EXISTING AT THE TIME OF EXAMINATION. OWNERSHIP NAMES AND TAX MAP NUMBERS ARE SHOWN WHERE AVAILABLE AND ARE DEPICTED ONLY WHERE THE EXAMINERS WERE ACQUIRED BUT ARE SUBJECT TO THE RECORDS ON FILE WITH THE CLERK OF COURTS.
2. PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM RECORDS ON FILE WITH THE CLERK OF COURTS. THIS IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINES ARE SHOWN AS DEPICTED ON THE RECORDS ON FILE WITH THE S.C. STATE GRID SCALE (COMBINED REDUCTION FACTOR).



THIS EXHIBIT DERIVED FROM DEEDS AND RECORDS HELD BY CENTRAL ELECTRIC POWER COOPERATIVE, INC. THIS IS NOT A FINAL SURVEY. THE BOUNDARIES SHOWN ARE BASED ON THE INFORMATION AVAILABLE AT THE TIME OF THE SURVEY. THE CLIENT ACCEPTS THE RISK AND LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CLIENT ACCEPTS THE RISK AND LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CLIENT ACCEPTS THE RISK AND LIABILITY FOR ANY ERRORS OR OMISSIONS.



MATCH LINE
C/L CEPC UTICA TAP
N 88° 17' 30" E
531.71' (PI TO PI)

OCCONEE JOINT REGIONAL SEWER AUTHORITY
(BEFORE DIGGING, OPENING, OR IN CASE OF EMERGENCY CALL 1-864-972-3900)
SANITARY SEWER

OCCONEE COUNTY
CEPC TRACT U04
TMS # 520-36-10-017
R/W AREA REQUIRED
5.20 ACRES

NEW HORIZON ELECTRIC COOPERATIVE, INC.
TMS # 240-00-04-007
R/W AREA REQUIRED
0.90 ACRES

NEW HORIZON ELECTRIC COOPERATIVE, INC.
CEPC TRACT U05
TMS # 240-00-04-007

OCCONEE COUNTY
CEPC TRACT U06
TMS # 42-25-06-10-017

OCCONEE COUNTY
CEPC TRACT U07
TMS # 42-25-06-45-58-75
R/W AREA REQUIRED
0.90 ACRES

CONTROL DATA CENTER LINE SURVEY
BASED ON
SOUTH CAROLINA REAL TIME NETWORK

LEGEND
RIGHT OF WAY
CENTER LINE
PAVED ROAD
DIRT ROAD
WOODS TRAIL
WATER/SWAMP

CEPC CENTRAL ELECTRIC POWER COOPERATIVE, INC.
SCPSA SOUTH CAROLINA POWER SERVICE ASSOCIATION

DRAFT JANUARY 10, 2024
MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
V-07 UTICA TAP 100 KV LINE
OCCONEE COUNTY, SOUTH CAROLINA
JANUARY 10, 2024

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENNINGSVILLE, SOUTH CAROLINA 29065 Telephone (803) 345-5297
MICHAEL R. MILLS : S.C.P.E.# 11605

MATCH LINE
PI 33+19.72
36+43 SANITARY SEWER (APPROXIMATE)
38+89 END BEGIN WOODS

PI 41+90.74
42+25.06 END BEGIN CEPC
PI 44+91.22
END C/L SL

LOCATION SHEET
SCALE: 1" = 200'

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-13**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT, BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND A COMPANY CURRENTLY IDENTIFIED AS PROJECT CHERRY, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES, AND OTHER PROJECT COMPANIES (COLLECTIVELY “COMPANY”); PROVIDING FOR A FEE IN LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING OR MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF SUCH PARK; AND OTHER RELATED MATTERS.

WHEREAS, OCONEE COUNTY, SOUTH CAROLINA (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “FILOT Act”), Title 4, Chapter 1 (the “Multi-County Park Act”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products, and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally;

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on November 21, 2023 an inducement resolution (the “Inducement Resolution”) with respect to certain proposed investment by [] (the “Company”) which was known to the County at the time as “Project Cherry”, with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings, and other real and/or tangible personal property to constitute a new or expanded facility in the County for the [*project purpose*] (collectively, the “Project”);

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$16,000,000 in “economic development property” (as such term is defined in the FILOT Act) subject (non-exempt) to *ad valorem* taxation (in the absence of the Fee Agreement) in the County and the creation of approximately 12 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement);

WHEREAS, the County has determined, solely on the basis of the information supplied to it by the Company, that the Project will be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act;

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement for Development of a Joint County Industrial Park (Project Cherry) by and between the County and Pickens County (“MCIP Agreement”), the substantially finally form of which is attached as Exhibit C, pursuant to which the “Land,” as described on the attached Exhibit A, and the Project shall be located in a “Park” upon the approval of this Ordinance by the County and the approval of a separate ordinance by the Pickens County Council;

WHEREAS, pursuant to the Inducement Resolution, the County identified the Project as a “project” for purposes of the FILOT Act and indicated the County’s intent to (a) enter into a FILOT Agreement with the Company, the substantially final form of which is attached as Exhibit B and incorporated herein by reference (the “Fee Agreement”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Based solely on information supplied by the Company, it is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act;
- (b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally;
- (c) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- (d) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms, and provisions of the Fee Agreement and the MCIP Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council and/or the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement and the MCIP Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement and the MCIP Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Oconee County Auditor and Assessor. The Fee Agreement and the MCIP Agreement are to be in substantially the form now before this meeting and hereby approved, with such minor changes therein as shall be approved by the officials of the County executing the same, upon advice of counsel to the County, and as are not materially adverse to the County, such official’s execution thereof to constitute conclusive evidence of such official’s approval of any and all changes or revisions therein from the form the Fee Agreement and the MCIP Agreement now before this meeting.

Section 3. The County intends to use its commercially reasonable efforts to designate the Project and the Land as part of the Park or a separate multi-county industrial or business park, if not already

so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the MCIP Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits. Sharing of expenses and revenues of the County and any partner county shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the MCIP Agreement and the performance of all obligations of the County thereunder.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase, or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this _____ day of _____, 2024.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Matthew Durham
Chairman of County Council

ATTEST:

By: _____
Jennifer C. Adams
Clerk to County Council

First Reading: April 2, 2024
Second Reading: April 16, 2024
Public Hearing: May 7, 2024
Third Reading: May 7, 2024

EXHIBIT A
DESCRIPTION OF LAND

EXHIBIT B
FORM OF MCIP AGREEMENT

EXHIBIT C
FORM OF PURCHASE AND SALE AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate, and complete copy of an ordinance which was given reading, and received approval, by the County Council at its meetings of _____, 2024, _____, 2024, and _____, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Jennifer C. Adams
Clerk, Oconee County Council

Dated: _____, 2024

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 2, 2024
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve a fee agreement between Project Cherry and Oconee County to enter into a FILOT and SSRC agreement for expansion of the company's manufacturing operation.

BACKGROUND DESCRIPTION:

Project Cherry is a worldwide manufacturer that is considering the expansion of its Oconee County operation. The proposed project would include the purchase and installation of new machinery and equipment, and a small addition to the production area. If the project proceeds, it is expected to result in a capital investment of more than \$16,000,000 and 12 new jobs.

The Oconee Economic Alliance (OEA) has been working the company since September and discussed with the company county incentives to secure the expansion. OEA has recommended the following incentives for Project Cherry:

1. A 20-Year FILOT that will provide a fixed assessment rate of 6% and fixed millage rate of 214.9 mills for the term of the agreement.
2. An 7-Year SSRC that will provide a credit of 65% for Years 1-3, 50% for Years 4-6 and 35% for Year 7.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- Support for existing industry is Oconee County's top economic development priority and assisting manufacturers that seek to grow and strengthen their operations is one way we do this.
- Project Cherry is a long-standing Oconee County manufacturer that has contributed significantly to our local economy.

FINANCIAL IMPACT [Brief Statement]:

- The project would generate approximately \$360,613 in property taxes over the first 10 years and \$558,168 over 20 years.
- The FILOT and SSRC represent an incentive or property tax reduction of approximately \$192,396 over the first 10 years and \$222,235 over 20 years from the standard ad valorem taxes which would include the state statutory 5-year manufacturers abatement against the county portion of the millage.

Check here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ **Finance**

ATTACHMENTS

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda. A calendar with due dates marked may be obtained from the Clerk to Council.

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve the fee agreement for Project Cherry.

Submitted or Prepared By:

Approved for Submittal to Council:

Jamie Gilbert, Economic Development Director

Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda. A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2024-06**

**A RESOLUTION CERTIFYING CERTAIN REAL PROPERTY IN OCONEE
COUNTY AS AN ABANDONED TEXTILE MILL SITE, INCLUDING
PARCELS IDENTIFIED BY TAX MAP NUMBERS 271-01-01-150 AND 271-01-
01-166.**

WHEREAS, the South Carolina Textiles Communities Revitalization Act (the “Act”) was enacted in Title 12, Chapter 65 of the South Carolina Code of laws (2008) (the “Code”), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned textile mill sites located in South Carolina; and

WHEREAS, the Act provides that it is necessary to encourage private investment in order to restore and enhance the tax base of the taxing districts in the areas by the redevelopment of abandoned textile mill sites; and

WHEREAS, Section 12-65-30 of the Act provides that a taxpayer who rehabilitates an abandoned textile mill site is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes; and

WHEREAS, under Section 12-65-20(4)(a) and (b) of the Act, for a site which, on the date the notice of intent to rehabilitate is filed, is located in a distressed area of a county in the State of South Carolina, a “textile mill site” means the textile mill structure, together with all land and improvements which were used directly for textile manufacturing operations or ancillary uses, or were located on the same parcel or a contiguous parcel within one thousand feet of any textile mill structure or ancillary uses; and

WHEREAS, Southcoast Pier DFH, LLC, a Delaware limited liability company (the “Taxpayer”) has represented it or its affiliates is or will be responsible for some or all of the rehabilitation expenses associated with certain real property located at and around 679 Edinburgh Way and further identified as Oconee County Tax Map Numbers 271-01-01-150 and 271-01-01-166 (collectively, the “Property” or “Textile Mill Site”), which tracts are depicted on Exhibit A attached hereto; and

WHEREAS, the Appalachian Council of Governments has confirmed the Property is located within a distressed area of Oconee County for purposes of Section 12-65-20(4) of the Act; and

WHEREAS, the Taxpayer desires to rehabilitate the Property; and

WHEREAS, the Property is located within Oconee County, South Carolina; and

WHEREAS, pursuant to the Act, a taxpayer may apply to the municipality or county in which the textile mill site is located for a certification of the textile mill site made by ordinance or binding resolution of the governing body of the municipality or county, which certification shall include findings that:

(1) the Textile Mill Site was a textile mill as defined in Section 12-65-20(3) of the Act;

(2) the Textile Mill Site has been abandoned as defined in Section 12-65-20(1) of the Act; and
(3) the geographic area of the Textile Mill Site is consistent with Section 12-65-20(4) of the Act; and

WHEREAS, the Taxpayer has applied to Oconee County, South Carolina for a certification of the Property as a textile mill site under the Act in order to encourage investment by potential investors in the redevelopment of the Property; and

WHEREAS, the County wishes to provide the requested certification following due inquiry, based upon its knowledge that the Property was a portion of the site of the former West Point Stevens textile manufacturing facilities, the confirmation of the Property's location in a distressed area by the Appalachian Council of Governments attached as Exhibit B attached hereto, and other due inquiry.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA:

Section 1. The Taxpayer has submitted to the County a request for a binding resolution certifying the Textile Mill Site pursuant to Section 12-65-60 of the Act.

Section 2. The Taxpayer has provided to the County information and certifications¹ relating to the ownership, prior use, and abandonment of the Property, and based solely upon such information and certifications provided by the Taxpayer, the County hereby certifies pursuant to the Act that (i) the Textile Mill Site was, or contained, a textile mill and ancillary uses thereto as defined in Section 12-65-20(3) of the Act; (ii) the Textile Mill Site has been abandoned as defined in Section 12-65-20(1) of the Act; and (iii) the geographic area of the Textile Mill Site is consistent with Section 12-65-20(4) of the Act to the extent it contained a "Textile Mill" and "Ancillary Uses" thereto (as such terms are defined in the Act).

Section 3. This Resolution does not provide any tax relief whatsoever, and the County expresses no opinion regarding the availability of any tax relief or benefit to Taxpayer beyond the certification contained herein.

Section 4. The Taxpayer is seeking income tax credits under Section 12-65-30(C) of the Act, not property tax credits under Section 12-65-30(B) of the Act, and the County limits this certification to credits against certain income, license and premium taxes or fees as identified in Section 12-65-30(A)(2) of the Act

Section 5. This Resolution shall be effective upon the date of its enactment.

RESOLVED THIS _____ DAY OF _____, 2024, in meeting duly assembled.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

¹ The information and certifications provided by Taxpayer, upon which the County has relied, include the Affidavit of William W. Huss, Jr., dated March _____, 2024, attached hereto as Exhibit C.
R2024-06

Exhibit A

Depiction of Tracts Comprising Textile Mill Site

(See attached)

Exhibit B

Confirmation of Designation of Property as Located in Distressed Area
By
Appalachian Council of Governments

(See attached)

Exhibit C

Affidavit of William W. Huss, Jr.

(See attached)

EXHIBIT A





Southcoast Pier DFH, LLC
c/o Richard L. Few, Jr.
Parker Poe
110 East Court Street
Suite 200
Greenville, SC 29601

March 14, 2024

Dear Richard,

Amendments to the South Carolina Textiles Communities Revitalization Act provide the opportunity for tax credits for certain activities pertaining to a property that is located in a distressed area, as designated by the applicable council of governments. At their regular meeting on October 26, 2018, the Appalachian Council of Governments Board of Directors made these designations for Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties.

Through this correspondence, I am certifying that Oconee County tax parcels 271-01-01-150 and 271-01-01-166 are in a distressed area of the State of South Carolina as designated by the Board of Directors of the Appalachian Council of Governments.

If we may provide further assistance, please do not hesitate to let me know.

With regards,

E. Brooke Ferguson
Economic Development Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) AFFIDAVIT

I, the undersigned, William W. Huss, Jr., do hereby certify that

1. I am the President of Pointe West, Inc., a South Carolina corporation (“PWI”), which is principal owner of Pointe West Development, LLC, a South Carolina limited liability company (“PWD”), and that, as such, I have access to the records of PWI and PWD relating to the matters addressed herein. I have been a shareholder, director and officer of PWI since its incorporation on June 14, 2007, a manager of PWD from its organization on August 9, 2012 until December 19, 2013, when PWD Management, Inc., a South Carolina corporation (“Manager”) was incorporated to be the manager of PWD and a director and officer of Manager since December 19, 2013. As such, I am familiar with the matters addressed below and herein certified, that I am authorized to execute and deliver this Affidavit for PWI.
2. On December 18, 2007, PWI acquired certain real property located at 500 West Cherry Road in Seneca, Oconee County, South Carolina from WP Properties of Clemson, LLC (“Seller”) which consisted of two tracts of land designated as Tract 1 and Tract 2 containing approximately 342.49 acres, with Tract 1 being 99.82 acres and Tract 2 being 232.67 acres. On the same date, PWI conveyed Tract 1 to High Pointe, LLC, a South Carolina limited liability company (“High Pointe”). Tract 2 included two parcels, identified as Oconee County Tax Map Parcels 271-01-01-150 and 271-01-01-166 and which contain 57.92 acres in the aggregate (collectively, the “Property”).
3. Prior to the acquisition of Tract 1 and Tract 2, PWI and its authorized officers, advisors, attorneys and other consultants (collectively, the “PWI Team”) investigated the status of the Property, its ownership history and prior uses on the Property and its environmental and geotechnical conditions for the purpose of redevelopment of the Property with residential rental student housing, single family homes and related uses. In this regard, the PWI Team reviewed prior environmental site assessment reports, including the Phase I Environmental Site Assessment of RMT, Inc. in March of 2005 for Westpoint Stevens, Inc., the owner of the Property at the time (the “ESA”).
4. Based upon the information provided in the ESA and PWI’s discussions with Seller representatives prior to the acquisition, Tract 1 and Tract 2 were undeveloped prior to being acquired by J.P. Stevens Company in 1951. During 1951, J.P. Stevens Company built the original textile mill and related improvements. It operated the mill until 1989 when it was acquired by West Point Pepperell which later became Westpoint Stevens, the predecessor company of Seller. Expansions were made to the mill facility in 1955, 1959, 1962, 1974 and 1990. The textile manufacturing building eventually grew to 1,202,565 square feet. The mill produced finished textile fabrics, including flat and fitted sheets and pillow cases. Prior to operations at the mill ceasing, it was making cloth from cotton and polyester, dyeing and printing the cloth, finishing the cloth and fabricating bedding form the cloth.

5. Four landfills were located on Tract 2, one of which was located on the Property. Also located on Tract 2 were the parking lots for employees adjacent to the mill building, a parts storage building, a maintenance building and a wastewater treatment plant plus a rail spur for transportation of raw materials and finished products.
6. A scaled map of the Property provided by PWI to the County, which is attached hereto as Exhibit 1, and which shows the textile mill facilities and these ancillary uses confirm that as to the Property, all areas to be certified consist of one of the landfills or are within 1,000 feet of the former textile manufacturing building, employee parking lots, the landfill and the waste water treatment plant..
7. WestPoint Stevens filed bankruptcy in late 2004 and its facility on West Cherry Road was closed by April, 2005. The facility remained vacant until acquired by PWI in late 2007. PWI demolished the textile mill building and all other structures and improvements in 2008,-except for the waste water treatment plant which was rehabilitated to provide sewer services to the new development. The sewer plant continues in operation as of the date hereof. The Property has not been developed or used for any other purpose by PWD since its acquisition through the date hereof.
8. PWD has entered into a Purchase and Sale Agreement with DFH Crescent, LLC dated as of April 11, 2023 (the "Purchase Contract") relating to the proposed sale to and purchase by DFH Crescent, LLC or its assignee of the Property and it is planned for Southcoast Pier DFH, LLC (the "Purchaser") to purchase the Property pursuant to the Purchase Contract. I am informed that the Purchaser intend to redevelop the Property for use as a single family residential subdivision.
9. I hereby certify that the foregoing statements are true, correct and complete to the best of my knowledge as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and seal as of the 28 day of March, 2024.

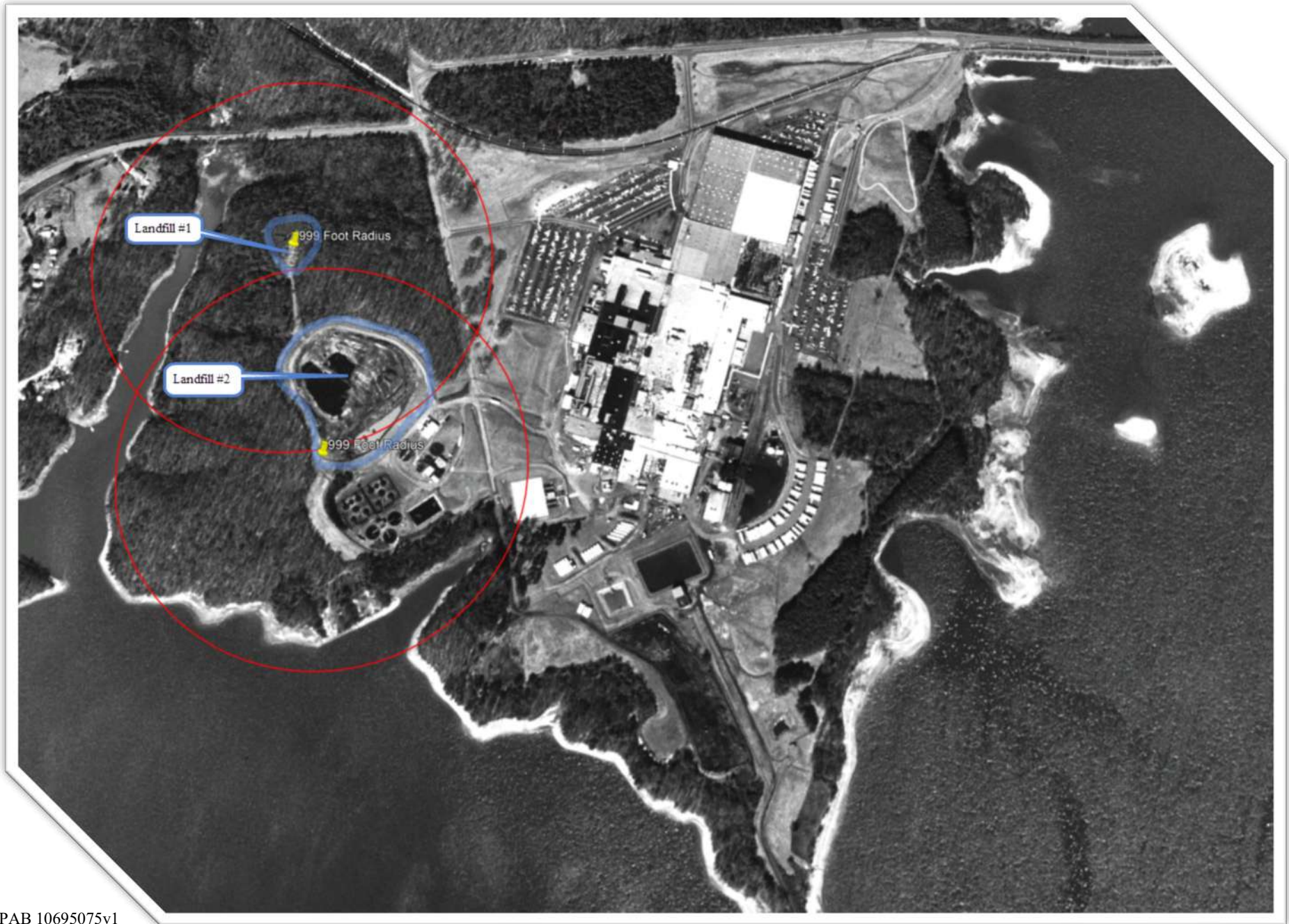
William W. Huss, Jr.
 William W. Huss, Jr.

SWORN to before me this 28th day of
 March, 2024.

Kelly R. Vaughn (SEAL)

Name: Kelly R. Vaughn
 Notary Public for South Carolina
 My Commission Expires: May 4, 2025







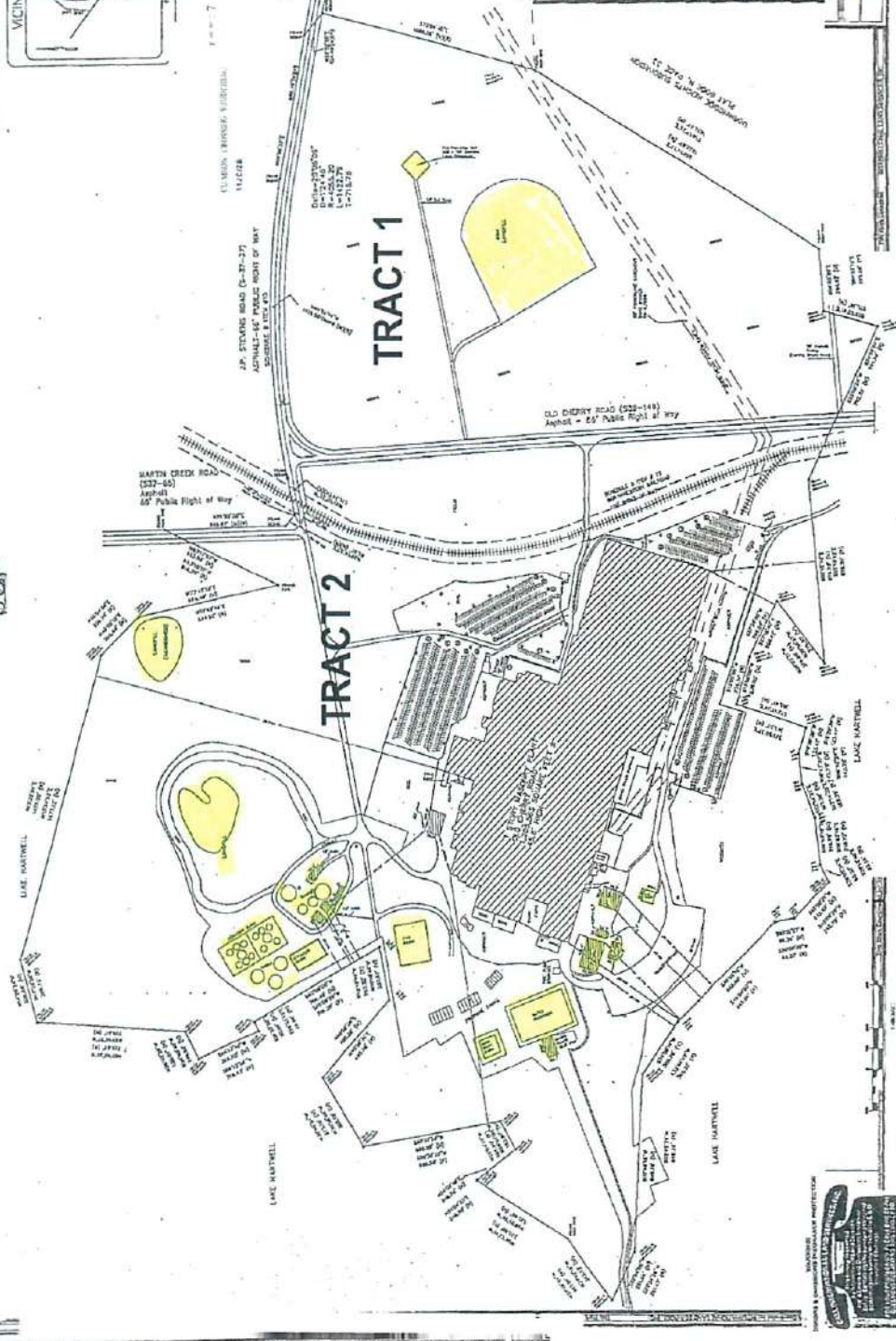
HENRY C. HARRISON
857/208

Land Services, Inc.

10000 Lakeside Lane, Suite 100
Dallas, Texas 75243
Phone: 817-412-2200
Fax: 817-412-2201
E-Mail: info@land-services.com

Prepared For: _____
Project No.: _____
Client: _____
Date: _____

SHIPPED JUL 1 1992



100

PROFESSIONAL SEAL

STATE OF TEXAS

LAND SURVEYOR

NO. _____

NAME _____

EXPIRES _____

AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 2, 2024

ITEM TITLE:

Title: Departmental Fund Transfer

Department(s): Rock Quarry

Amount: \$ 125,000.00

FINANCIAL IMPACT:

Finance Approval: _____

Budget: **\$0.00**

Project Cost: **\$0.00**

Balance: **\$0.00**

BACKGROUND DESCRIPTION:

Due to sales of stone being \$700,000 above estimations for 2023-2024 fiscal year, quarry staff is seeking council approval to transfer funds totaling \$125,000 into the Maintenance to Equipment line item to purchase additional wear parts.

SPECIAL CONSIDERATIONS OR CONCERNS:

The funds for the transfer would come from other line items previously approved in the FY 2023-2024 budget, making this transaction budget-neutral.

ATTACHMENT(S):

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the transfer of funds previously approved in the FY 2023-2024 budget to the Maintenance to Equipment line item.

Submitted or Prepared By: _____

Thom Moxley, Quarry Director

Approved for Submittal to Council: _____

Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

MARKETPLACE CLASSIFIED

864.973.6676



upstatetoday.com

NOTICES

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ANNOUNCEMENTS

Wesley Financial Group, LLC Timeshare Cancellation Experts. Over \$50,000,000 in timeshare debt and fees cancelled in 2019.

Safe Step. North America's #1 Walk-In Tub. Comprehensive lifetime warranty. Top-of-the-line installation and service.

Tuesday, March 19, 2024 is the last day to redeem winning tickets in the following South Carolina Education Lottery Instant Games: (1494) MONEY MULTIPLIER

Is 2024 your year? We're here for it and here for you. Reach your goals this year with WeightWatchers.

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Advertise Your Driver Jobs in 99 S.C. newspapers for only \$375. Your 25-word classified ad will reach more than 2.1 million readers!

PETS REPORT YOUR LOST PET TO Oconee County Animal Shelter 888-0221 or email info to: ocaas@netmds.com



ADOPT A DOG! Save a Life! Loyal, loving dogs & puppies \$85 adoption fee includes spay/neuter, vaccines, microchip.



ADOPT A CAT! Save a Life! Snuggly, purry cats & kittens \$75 adoption fee includes spay/neuter, vaccines, microchip.

Oconee Humane Society offers low-cost spay/neuter vouchers to ALL Oconee County residents. Find out more at oconeehumane.org

MISCELLANEOUS FOR SALE

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For Sale! Walhalla Oktoberfest Glasses -All of 1990's edition -All of 2000-2016 (excluding 2010)

WOOD HEAT. Easy to operate and maintain Central Boiler Certified Classic Edge Titanium HDX OUTDOOR WOOD FURNACE.

U-STOR-IT Mini Warehouse Inside • Outside • No Cameras Fenced • Not Gated • Lighted Old Clemson Hwy. 654-1000

For Sale!

Hooker Furniture Waverly Place console with Hutch (2-piece TV/Entertainment Center). Good condition. Base is 60" W X 32" H X 23" D.

Please email racox13@hotmail.com for pictures and more information. \$275

For Sale!

Propane gas fireplace logs Peterson, Real Fire G18 series Vent-free logs for 2-way fireplace

Please email racox13@hotmail.com for pictures and more information. \$250

Car For Sale!

2012 Subaru Outback

Call for information (864) 888-8255

For Sale!

Exercise Bike Pro Form 235 CSX Like New

Call 864-209-7285

For Sale!

Cast Aluminum Bristol Set Table & 2 chairs

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MERCHANDISE UNDER \$100

For Sale!

90 Linear Feet of Pre Primed Wood Quarter Round Trim \$35

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For Sale!

2 Great Beach Cruisers (bikes) -No gears or cables to break -Just good reliable transportation

\$80 for both Call 864-353-8693

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Two Elvis Presley Records \$75

As well as a variety of other record albums \$5 each

All in great condition. Call 864-247-9555

For Sale! Vintage Upright Westhouse Radio Cabinet Circa 1950

Call 864-209-7285

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LIVE ESTATE AUCTION - Saturday, March 23 at 9:30 A.M. 1157 Galilee Rd., Barnwell, SC.

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APARTMENTS FURNISHED

Directv Sports Pack. 3 Months on Us! Watch pro and college sports LIVE. Plus over 40 regional and specialty networks included.

Get DISH Satellite TV + Internet! Free Install, Free HD-DVR Upgrade, 80,000 On-Demand Movies, Plus Limited Time Up To \$600 in Gift Cards.

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APARTMENTS FURNISHED

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ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE

To more than 2.1 million South Carolina newspaper readers. Your 25-word classified ad will appear in 99 S.C. newspapers for only \$375.

HOUSES FOR SALE

PUBLISHERS NOTICE All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination.

IN RE THE GUARDIANSHIP OF: HERBERT R. WEST, Alleged Disabled Adult.

LEGALS

IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT ST. CLAIR COUNTY, ILLINOIS No. 23-GR-0346

IN RE THE GUARDIANSHIP OF: HERBERT R. WEST, Alleged Disabled Adult.

NOTICE OF PUBLICATION

TO: MARLA WEST AND OTHER UNKNOWN PERSON

TAKE NOTICE that on or about December 29, 2023, a Petition for Adjudication of Disability and Appointment of Guardian was filed by John West, in the Circuit Court of the Twentieth Judicial Circuit, St. Clair County, Illinois, and an Interim Order was entered January 5, 2024, appointing John West as Guardian of the Person and Estate of Herbert R. West, alleged disabled adult.

This matter is set for hearing on the 18th day of April, 2024 at 9:00 a.m., Courtroom #110, at the St. Clair County Courthouse, #10 Public Square, Belleville, Illinois, 62220. You may have the right to appear and contest the appointment. Dated this 20th day of February, 2024.

/s/ Francine M. Johnston FRANCINE M. JOHNSTON - #06289847 fjohnston@neubauerlaw.org

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ceptance of his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court for Oconee County shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.

CLERK'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP P.O. Box 8237 Columbia, SC 29202 (803) 726-2700

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE COURT OF COMMON PLEAS CASE NO. 2024-CP-37-00173

SUMMONS AND NOTICES NewRez LLC d/b/a Shellpoint Mortgage Servicing, PLAINTIFF, VS.

Amy West, a/k/a Amy Elizabeth West, Individually, as Legal Heir or Devisee of the Estate of John Joseph West a/k/a John J. West, Deceased; her heirs or devisees, successors and assigns, and any other Heirs-at-Law or Devisees of the Estate of John Joseph West a/k/a John J. West, Deceased; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, DEFENDANT(S).

TO ALL THE DEFENDANTS ABOVE-NAMED: YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to the subscribers at their offices, 2712 Middleburg Drive, Suite 200, Columbia, South Office Box 2065, Columbia, South Carolina, 29202-2065, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-In-Equity or Special Referee for Oconee County, which order shall, pursuant to Rule 53 (e) of the South Carolina Rules of Civil Procedure, specifically provide that the said Master-In-Equity or Special Master is authorized and empowered to enter a final judgment in this cause.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE AND/OR MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian Ad Litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, Plaintiff will apply to have the appointment of the Guardian Ad Litem Nisi, Ian C. Gohean, made absolute.

NOTICE TO THE ABOVE-NAMED DEFENDANTS: YOU WILL PLEASE TAKE NOTICE that the Summons and Complaint, of which the foregoing is a copy of the Summons, were filed with the Clerk of Court for Oconee County, South Carolina on March 4, 2024.

PLEASE TAKE NOTICE that the order appointing Ian C. Gohean, whose address is 325 Rocky Slope Road, Suite 201, Greenville, SC 29607, as Guardian Ad Litem Nisi for all persons whomsoever herein collectively designated as Richard Roe, defendants herein whose names and addresses are unknown, including any thereof

of the Defendant(s) above named for the foreclosure of a certain mortgage given by John J. West to Mortgage Electronic Registration Systems, Inc. as nominee for Homestar Financial Corp., dated November 24, 2020, recorded November 30, 2020, in the Office of the Clerk of Court/Register of Deeds for Oconee County, in Book 4061 at Page 37; thereafter, said Mortgage was assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing by assignment instrument dated December 21, 2023 and recorded January 2, 2024 in Book 4521 at Page 4. The description of the premises is as follows:

All that certain piece, parcel, or lot of land situate lying and being in the State of South Carolina, County of Oconee, Town of Westminster, located on Park Avenue, and being shown and designated on a plat prepared by Stephen Edwards, P.L.S., #19881, dated January 3, 2007 and recorded January 12, 2007 in Plat Book B183, Page 6, records of Oconee County, South Carolina for a more complete and accurate description as to the size, shape, dimensions, metes, and bounds, reference may be had to said plat.

This being the same property conveyed unto John J. West by deed of Robert Harry Rigerman Trustee, or to the then acting Trustee of the Robert Harry Rigerman Revocable Living Trust dated November 21, 2006, dated November 24, 2020 and recorded on November 30, 2020 in Book 2631 at Page 67 in the Office of the Clerk of Court/ Register of Deeds for Oconee County.

Subsequently, John Joseph West a/k/a John J. West died intestate between September 8, 2023 and September 15, 2023, leaving the subject property to his heir, namely Amy West a/k/a Amy Elizabeth West, as shown in Probate Estate Matter Number 2023-ES-37-00688.

TMS No. 530-11-14-009. Property address: 213 Park Avenue, Westminster, SC 29693

SCOTT AND CORLEY, P.A. By: Ronald C. Scott (ronscottandcorley.com), SC Bar #4996

Reginald P. Corley (reggiec@scottandcorley.com), SC Bar #69453

Angelia J. Grant (angj@scottandcorley.com), SC Bar #78334

Allison E. Heffernan (alisonh@scottandcorley.com), SC Bar #68530

H. Guyton Murrell (guytonm@scottandcorley.com), SC Bar #64134

Jordan D. Beumer (jordandb@scottandcorley.com), SC Bar #104074

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who may be minors, incapacitated, or under other legal disability, whether residents or non-residents of South Carolina; for all named Defendants, addresses unknown, who may be infants, incapacitated, or under a legal disability; for any unknown heirs-at-law of John Joseph West a/k/a John J. West, including their heirs, personal representatives, successors and assigns, and all other persons entitled to claim through them; and for all other unknown persons with any right, title, or interest in and to the real estate that is the subject of this foreclosure action, was filed in the Office of the Clerk of Court for Oconee County on the 8th day of March, 2024.

YOU WILL FURTHER TAKE NOTICE that unless the said Defendants, or someone in their behalf or in behalf of any of them, shall within thirty (30) days after service of notice of this order upon them by publication, exclusive of the day of such service, procure to be appointed for them, or any of them, a Guardian Ad Litem to represent them or any of them for the purposes of this action, the Plaintiff will apply for an order making the appointment of said Guardian Ad Litem Nisi absolute.

LIS PENDENS NOTICE IS HEREBY GIVEN that an action has been commenced by the Plaintiff above named against the Defendant(s) above named for the foreclosure of a certain mortgage given by John J. West to Mortgage Electronic Registration Systems, Inc. as nominee for Homestar Financial Corp., dated November 24, 2020, recorded November 30, 2020, in the Office of the Clerk of Court/Register of Deeds for Oconee County, in Book 4061 at Page 37; thereafter, said Mortgage was assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing by assignment instrument dated December 21, 2023 and recorded January 2, 2024 in Book 4521 at Page 4.

The description of the premises is as follows: All that certain piece, parcel, or lot of land situate lying and being in the State of South Carolina, County of Oconee, Town of Westminster, located on Park Avenue, and being shown and designated on a plat prepared by Stephen Edwards, P.L.S., #19881, dated January 3, 2007 and recorded January 12, 2007 in Plat Book B183, Page 6, records of Oconee County, South Carolina for a more complete and accurate description as to the size, shape, dimensions, metes, and bounds, reference may be had to said plat.

This being the same property conveyed unto John J. West by deed of Robert Harry Rigerman Trustee, or to the then acting Trustee of the Robert Harry Rigerman Revocable Living Trust dated November 21, 2006, dated November 24, 2020 and recorded on November 30, 2020 in Book 2631 at Page 67 in the Office of the Clerk of Court/ Register of Deeds for Oconee County.

Subsequently, John Joseph West a/k/a John J. West died intestate between September 8, 2023 and September 15, 2023, leaving the subject property to his heir, namely Amy West a/k/a Amy Elizabeth West, as shown in Probate Estate Matter Number 2023-ES-37-00688.

TMS No. 530-11-14-009. Property address: 213 Park Avenue, Westminster, SC 29693

SCOTT AND CORLEY, P.A. By: Ronald C. Scott (ronscottandcorley.com), SC Bar #4996

Reginald P. Corley (reggiec@scottandcorley.com), SC Bar #69453

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Meeting Schedule

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/04/2024 the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/04/2024



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

CLASSIFIED MARKETPLACE

864.973.6676



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Call by 3 p.m. Get your ad in the next day! 864-973-6676 Ask for Terrica

Anniversaries Birthdays Family Reunions Share the Joy! Call Terrica at 864-973-6676 for rates.

YARD SALE! YARD SALES: 2 Days - \$25.00 10 Line Limit Each additional day: \$5.00

Sell items under \$100 FREE Call or Email Terrica To Place Your Ad Now! 864.973.6676 • tlyda@upstatetoday.com

NOTICES

PUBLISHERS NOTICE This newspaper will not knowingly accept any false or misleading advertising.

ANNOUNCEMENTS

DONATE YOUR CAR TO KIDS. Your donation helps fund the search for missing children.

DENTAL INSURANCE

from Physicians Mutual Insurance Company. Coverage for 350 plus procedures.

Portable oxygen concentrator may be covered by medicare! Reclaim independence and mobility with the compact design and long-lasting battery of inogen one.

Applying for Social Security Disability or Appealing a Denied Claim? Call Bill Gordon & Assoc.

Safe Step. North America's #1 Walk-In Tub. Comprehensive lifetime warranty.

Tuesday, January 9, 2024 is the last day to redeem winning tickets in the following South Carolina Education Lottery Instant Games:

WANTED EMPLOYMENT

Advertise Your Driver Jobs in 99 S.C. newspapers for only \$375.

PETS

Oconee Humane Society offers low-cost spay/neuter vouchers to ALL Oconee County residents.

REPORT YOUR LOST PET TO Oconee County Animal Shelter 888-0221 or email info to: oocas@netmids.com

ADOPT A DOG! Save a Life! Loyal, loving dogs & puppies \$85 adoption fee includes spay/neuter, vaccines, microchip.

ADOPT A CAT! Save a Life! Snuggly, purry cats & kittens \$75 adoption fee includes: spay/neuter, vaccines, microchip.

U-STOR-IT Mini Warehouse Inside • Outside • No Camera Fenced • Not Gated • Lighted Old Clemson Hwy. 654-1000

oconeehumane.org Call 882-4719

MISCELLANEOUS FOR SALE

ELIMINATE GUTTER CLEANING FOREVER! LeafFilter, the most advanced debris-blocking gutter protection.

Up to \$15,000 of GUARANTEED Life Insurance!

No medical exam or health questions. Cash to help pay funeral and other final expenses.

Call Physicians Life Insurance Company 855-837-7719 or visit www.Life5plus.info/scan

Prepare for power outages today with a GENERAC home standby generator. \$0 Money Down + low monthly payment options.

COMPUTER & ACCESSORIES

For Sale hp envy 6000 wireless printer excellent condition \$35.00 call 864-973-8456

MERCHANDISE UNDER \$100

For Sale! Chimney Free Infrared Heater 1500 Watts Frame & Glowing Fire Effect Like New. Only Used Once \$45

AUCTIONS

ADVERTISE YOUR AUCTION... in 99 S.C. newspapers for only \$375.

Real Estate Auction: Industrial Property on 2.57 AC with 3 Buildings. 26 Park Hill Drive Lugoff, SC.

ESTATE AUCTION - Saturday, January 13, 9:30 A.M. 4715 Augusta Hwy., Brunson, SC.

NOTICE OF PUBLIC SALE:

Pursuant to SC Self-Service Storage Facility Act and to satisfy Owner's lien Storage Sense located at 365 Keowee School Rd Seneca, SC 29672

SERVICES

FREE high speed internet for those that qualify. Government program for recipients of select programs incl. Medicaid, SNAP, Housing Assistance, WIC.

Call Maxsip Telecom today! 1-855-851-8201

DIRECTV OVER INTERNET - Get your favorite live TV, sports and local channels. 99% signal reliability!

DIRECTV Sports Pack. 3 Months on Us! Watch pro and college sports LIVE. Plus over 40 regional and specialty networks included.

Switch to DISH and get up to a \$300 gift card! Plus get the Multiport pack included for a limited time!

APARTMENTS FURNISHED

Best Deal in Town! 1 Br. - \$595. • 2 Br. - \$715. Ask About Our Weekly Specials!

VACATION RESORT RENTAL

ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE

To more than 2.1 million South Carolina newspaper readers. Your 25-word classified ad will appear in 99 S.C. newspapers for only \$375.

HOUSES FOR SALE

PUBLISHERS NOTICE All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin.

LEGALS

Notice of Self Storage Sale Please take notice Midgard Self Storage - Seneca Greenleaf located at 600 Shiloh Rd Seneca SC 29678

CLASSIFIEDS WORK!

BUSINESS FOR SALE OWNER RETIRING Tarps and Covering Systems for Dump Trucks Since 1998 Well Established, High Demand Business Will Pay Commission of \$3,000 Call 843.729.3770 or 864.638.2668

ander unit #O13; Yandel Vivanco unit #O16; Chris Martin unit #P29. This sale may be withdrawn at any time without notice.

The City of Walhalla's Board of Zoning Appeals will hold a public hearing on Monday, January 22, 2024 at 5:30 PM to hear the following items: A request for a Special Exception to allow the placement of a manufactured home at Austin Drive (TMS# 500-06-02-018).

NOTICE OF APPLICATION Notice is hereby given that Yoshi intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer & Wine at 1510 Blue Ridge Blvd., Ste. 108, Seneca, SC 29672.

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE COURT OF COMMON PLEAS SUMMONS, LIS PENDENS AND NOTICES C/A NO. 2023-CP-37-00262

Equity Trust Company FBO Robert W. Schumacher IRA, PLAINTIFF, vs. Any heirs-at-law or devisees of Mary Jo Moody deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; Any heirs-at-law or devisees of Molly Ann Chastain, deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; all unknown persons having or claiming any right, title, or interest in or to, or lien upon the real property described as 221 Thompson Avenue, Walhalla, SC 29691.

Old Chapin Road, Lexington, S.C. 29072 or to otherwise appear and defend the action pursuant to applicable court rules within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default against you for the relief demanded in the Complaint. TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you.

MP Morris Law Firm, P.A. Michael P. Morris, SC Bar #73560, 336 Old Chapin Rd., Lexington, S.C. 29072. Phone: 803-851-1076 Fax: 803-851-1978. Attorney for Plaintiff

Tax Map Number: 500-17-02-002 Property Address: 221 Thompson Avenue, Walhalla, SC 29691

NOTICE OF FILING: NOTICE IS HEREBY GIVEN that the Lis Pendens, Summons and Complaint in this action were filed in the Office of the Clerk of Court for Common Pleas for Oconee County, South Carolina on April 6, 2023.

NOTICE OF ORDER APPOINTING GUARDIAN AD LITEM NISI: YOU WILL PLEASE TAKE NOTICE that an Order appointing Kelley Yarbrough Woody, Esq., P.O. Box 6432, Columbia, SC 29260, as Guardian ad Litem Nisi for unknown party defendants who may be minors, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023.

NOTICE OF ORDER APPOINTING ATTORNEY: YOU WILL PLEASE TAKE NOTICE that an Order appointing Kelley Yarbrough Woody, Esq., P.O. Box 6432,

Columbia, SC 29260, as Attorney for unknown party defendants who may be in the Military Service of the United States of America who may be entitled to benefits of the Servicemembers Civil Relief Act, 50 U.S.C. §501 et seq, being a class designated as John Doe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023.

The Oconee County Council will meet in 2024 on the first and third Tuesday of each month with the following exceptions: June, July, August, and November meetings, which will be only on the third Tuesday of each of these months;

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 23, 2024 to establish short- and long-term goals. Oconee County Council will also meet on Tuesday, January 7, 2025 in Council Chambers at which point they will establish their 2025 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 22, 2024 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2024 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.

The Transportation Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 23 [Strategic Planning Retreat] & March 22 [Budget Workshop] and 4:30 p.m. on the following dates: March 5, April 16, & May 7, 2024.

THE JOURNAL You deliver. We deliver. CARRIERS NEEDED The Journal has excellent opportunities to EARN EXTRA MONEY! Deliver newspapers to homes in Oconee County and the Clemson area. Reliable transportation is a must. We are also looking for subs part-time to deliver newspapers on down routes. For more information please call the Circulation Department at (864) 882-2375, apply in person at 210 W. North 1st Street in Seneca or email jwells@upstatetoday.com.

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Julian Davis, III
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. **The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety.** The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

***Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility.** The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) **Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting,** or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when

the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.

- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.
- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
- (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
- (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
- (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.

(d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)



OCONEE COUNTY COUNCIL
RECUSAL FORM

Council Member Name: Glen Hart
[Please Print]

Council Member Signature: Glen Hart

Meeting Date: April 2, 2024

Item for Discussion / Vote: Ord 2024-04 Commercial
Junkyard

Reason for Recusal: I was not present for original meeting/discussion.

I have a personal/familial interest in the issue.

Other: Ordinance Origination

Jennifer C. Adams
Jennifer C. Adams
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



Public Comment
SIGN IN SHEET
6:00 PM

April 2, 2024

The Public Comment Sessions at this meeting is limited to a total of 50 minutes, 5 minutes per person. Please be advised that citizens not utilizing their full four [5] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Sharon DeRidder	3 Recommendations for Res Bldg Code
2	WATSON JOHNSON	Building Code Comments
3	Debbie Brown	Building Codes.
4	Stanley Gibson	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

April 02, 2024 ~ 6:00 p.m.

ORDINANCE 2024-04 AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ESTABLISHMENT OF A COMMERCIAL JUNKYARD ORDINANCE, TO BE ENTITLED "COMMERCIAL JUNKYARDS"; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2024-09 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY FOR THE PURPOSE OF SEWER INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE SENACA RAIL PARK; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2024-11 AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE 2023-16, WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, AND FOR THE CREATION OF THE FIRE / EMERGENCY SERVICES CAPITAL VEHICLE AND EQUIPMENT FUND, THE COMMUNITY HEALTH AND COMMUNITY SERVICES FUND, AND THE GENERAL ONE TIME CAPITAL FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, IN ORDER TO EFFECT SUPPLEMENTAL APPROPRIATIONS; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2024-12 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO CENTRAL ELECTRIC POWER COOPERATIVE, INC. FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE SENACA RAIL PARK; AND OTHER MATTERS RELATED THERETO.

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	ORD 2024-04	ORD 2024-09	ORD 2024-11	ORD 2024-12
1.					
2.					
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None

I've spent most of my life in South Carolina, primarily in Lexington County. Prior to moving to Oconee County, we lived in the Chapin area of Lexington County for over 30 years. When we moved there, we lived down 2 dirt roads.

Oconee County is now where Chapin and Lexington County was 30 years ago, before growth exploded.

The prevailing attitude was growth was good and whatever a developer wanted to do was fine with them. The attitude was also that lack of road improvements would limit growth. Did it slow the rate of growth-no it did not.

Developers bought tracts of land, clear cut and built as many homes as they could fit on the land. The clear cutting resulted in runoff into the rivers and Lake Murray. With no restrictions, there are now numerous neighborhoods with 5 foot property line setbacks and 20 foot long driveways. Driveways that are inadequate to handle trucks and SUVs. The result is vehicles are parked on the street. When school busses and emergency vehicles have to pass,

Watson Johnson

there are times when it is impossible. With houses so close, another issue is fire and damage to neighboring houses.

Road congestion is ridiculous. A 10 minute drive 20 years ago is now a 30 minute drive. Add school traffic and it is longer. If there are accidents or other issues, in many areas there is no easy way to get around. This is exactly what will happen on 130.

County Council finally got serious and put in a moratorium to stop development for 6 months while they worked on ordinances for zoning and development. Guidelines include the number of homes per gross acre, trophy tree preservation and replacement if they are improperly removed. Setbacks from roads and property lines. And clearcutting limits. Apartments and patio homes have other sets of guidelines. Additionally, two overlay districts were added.

Roads however lag far behind the growth. In 2022, a penny tax was proposed to try to catch up with the problems. The vote failed miserably.

Watson Johnson

South Carolina is one of the most desirable states to move to. According to an article on page D1 in 'The Journal' on Saturday, March 30th, South Carolina was the number 1 growth state in 2023. Growth has exploded all over the state and the experiences in Lexington County can be seen in the Upstate, the Midlands and all along the coast. Growth is coming to Oconee County.

The County has a choice. You can do one of two things. You can let growth happen on its own and try to deal with it on the back end. Or you can plan for it by putting in good and reasonable guidelines with a hard look at the impact.

The impact is not just roads and traffic although everyone feels that daily. The impact is on all infrastructure. It is on police, fire and EMS. It is on schools. It is on healthcare. It is on the businesses necessary to support the increased population.

Watson Johnson

Well planned growth provides adequate roads in advance to handle the significant increase in traffic. It limits clear cutting, requires open spaces, saves trees and prevents runoff that damages the rivers and lakes.

And smart growth also allows input and approval from all public services that will be affected by the proposed growth before any development can begin.

The proposed development on 130 will have a major impact on Oconee County. If it goes through, the county will have to deal with the affect sooner or later. If this development goes through, are you prepared for the impact? With all due respect, experience tells me you are not.

Watson Johnson

Annual **REPORT**

Serving South Carolina's Appalachian Region

ANDERSON • CHEROKEE • GREENVILLE • OCONEE • PICKENS • SPARTANBURG







LETTER FROM THE BOARD

*Neal Collins, Board Chair
ACOG Board of Directors*

Our purpose is to enhance the lives of people living in the six-county South Carolina Appalachian Region. Since our establishment in 1965, we have maintained a commitment to provide quality services to local governments and other service providers in Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg County.

The heart of the organization is its team of board members and staff who are trusted, committed, and solutions-oriented individuals who love the Appalachian Region we serve. We build and foster regional relationships, provide solutions for communities, and fill gaps in staff and administrative resources. The team serves as a regional facilitator, bringing diverse stakeholders to the table to address the key issues facing the region.

The ACOG improves the lives of the region's citizens through services to local governments, economic and community development, planning, transportation, infrastructure development, resource management, senior advocacy, and workforce development. Our programs for the elderly, such as home-delivered meals, congregate dining, transportation, and counseling, benefit seniors across our region every day. Our focus on work skills development ensures people in our region keep up with the ever-changing skill sets required by business and industry. Our work

with economic development through our InfoMentum Economic Development Support System, assistance with grant funding for infrastructure, workforce development programs, and transportation planning, ensures our region is equipped to compete in a global economy.

While our programs are broad and widely varied, they all come back to serving the people of the Upstate. Whether it is general administration, assistance with grants, planning, or economic development support, we want to be a key resource for getting the job done.

We are pleased to provide this Annual Report for the Appalachian Council of Governments, covering our activities and accomplishments in 2023. I hope you find it informative. Thank you for supporting our region.

Respectfully,

Neal Collins
ACOG Board Chair

A handwritten signature in blue ink that reads "Neal A. Collins". The signature is written in a cursive style.

ACOG BOARD OF DIRECTORS



ANDERSON COUNTY

Cindy Wilson | Vice Chair
Mayor Rocky Burgess
Dennis Claramunt
Representative April Cromer
Sandra Gantt
Charles E. Pinson
Jeff Roberts
Mayor Terence Roberts
Brett Sanders

CHEROKEE COUNTY

David Cauthen
Lyman Dawkins III
Ed Elliott
Henry Jolly
Representative Brian Lawson
Dennis Stroupe

GREENVILLE COUNTY

Don Godbey | Secretary
Mayor Brandy Amidon
Rick Bradley
Representative Mike Burns
Reverend Grady Butler
Joe Dill
Reverend Ennis Fant, Sr.
Lillian Brock Flemming
Butch Kirven
Alan Mitchell
Russell Stall

OCONEE COUNTY

Senator Thomas Alexander
Roel Cruz
Mickey Haney
Glenn Hart
Mayor Brian Ramey
Ernest Riley

PICKENS COUNTY

Representative Neal Collins | Board Chair
Chris Bowers
Roy Costner III
Ensley Feemster
Britt Gillespie
Mayor Robert Halfacre
Mayor Fletcher Perry

SPARTANBURG COUNTY

Mike Forrester | Past Board Chair
Monier Abusaft
Mayor Bob Briggs
Brooke Coleman
Mayor Rick Danner
Jane Hall
Representative Rosalyn Henderson-Meyers
Ruth Littlejohn
Jack Mabry
Mildred Tillerson
Bob Walker



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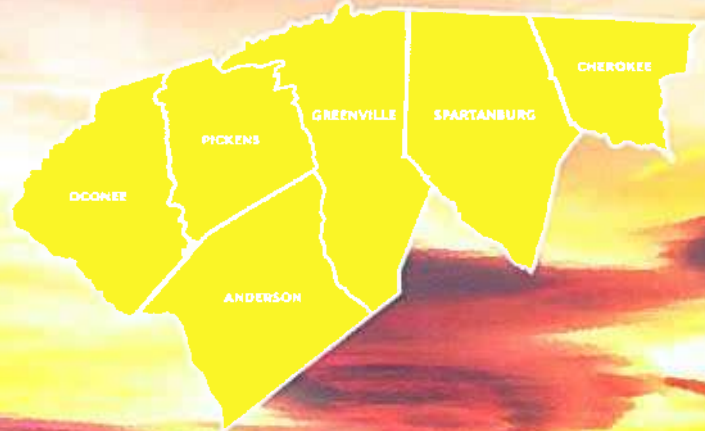
09 **APPALACHIAN DEVELOPMENT CORPORATION**

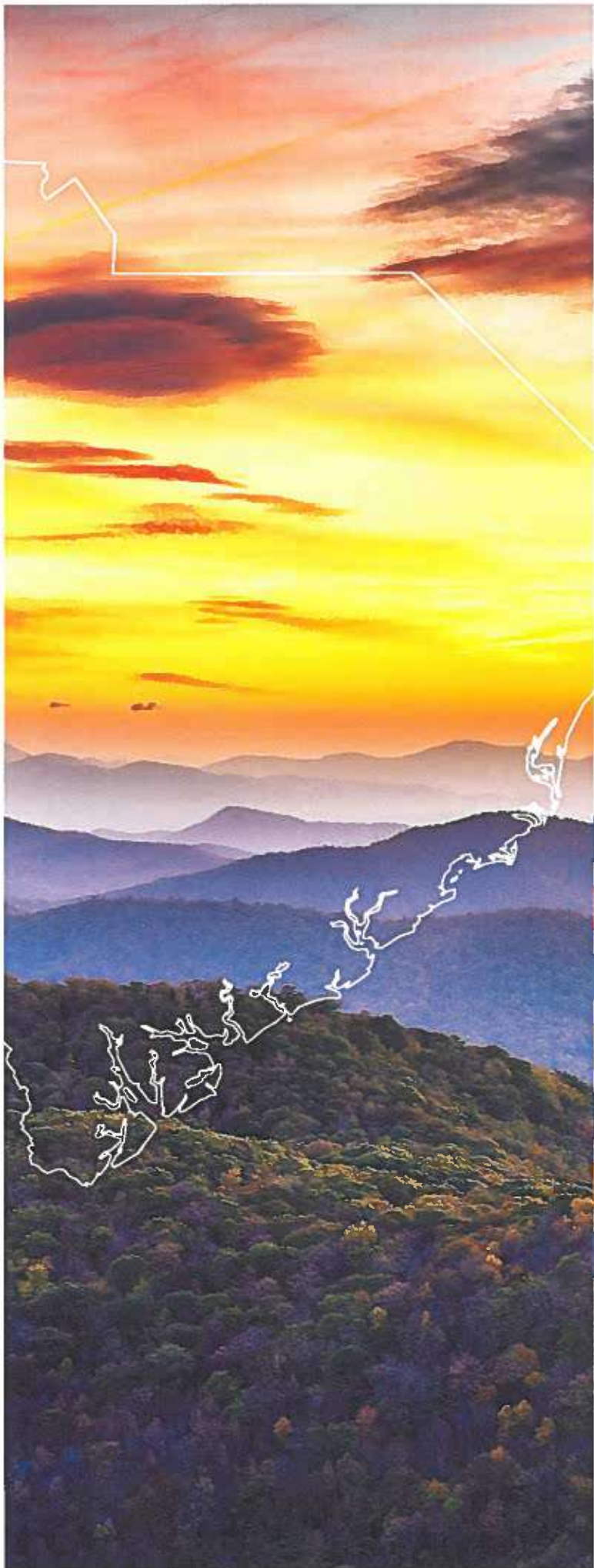
09 **WORKLINK**



ABOUT ACOG

The Appalachian Council of Governments (ACOG) was established in 1965 to advise the Governor on the use of Appalachian Regional Commission funds. In 1971, the organization became one of 10 COG districts created by the South Carolina General Assembly. ACOG represents a 6 county area that includes Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg counties in the Appalachian Region of South Carolina. ACOG operates as a multifaceted service organization for local governments, providing a regional forum where elected officials, industry experts, community leaders, and community members come together to discuss issues and share ideas to solve local challenges. ACOG works in close collaboration with our community partners toward building a competitive economy and promoting healthy, livable communities.





SERVICES

In carrying out our mission, ACOG convenes elected officials and local practitioners to develop strategies for improving quality of life. Acog prioritizes state and federal investments into social services and public infrastructure throughout the region.

We provide comprehensive expertise and resources to support and facilitate a wide variety of programs and services for citizens and leaders. Funding for ACOG's programs and services comes from a variety of sources, including grants from federal and state agencies, as well as dues from member local governments. In 2023, approximately 75% of ACOG revenue came from federal sources, allowing us to provide many services at reduced or no charge. The total financial return to the region from ACOG programs in 2023 exceeded \$123 million.

PROGRAM AREAS

The Appalachian Council of Governments provide services through five program areas and two partner organizations:

ECONOMIC DEVELOPMENT SERVICES

GRANTS SERVICES

PLANNING SERVICES

GOVERNMENT SERVICES

SENIOR ADVOCACY

APPALACHIAN DEVELOPMENT CORPORATION

WORKLINK

ECONOMIC DEVELOPMENT

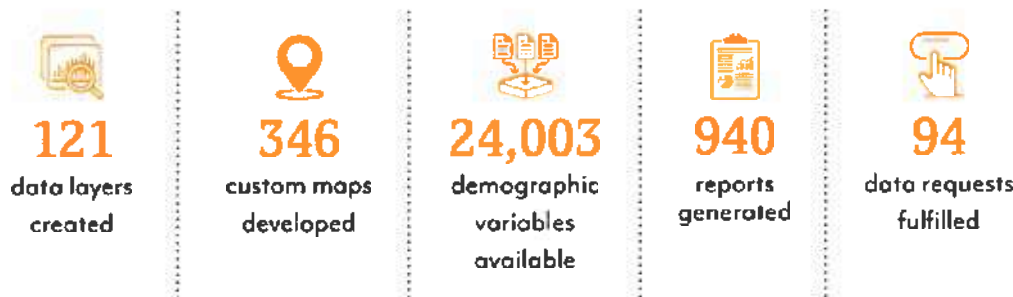
The Economic Development Program supports regional community and economic development through professional planning, grant support, and the delivery of InfoMentum, a national award-winning suite of services that includes customized GIS-based tools, web applications, research, and technical support. By providing assistance to communities and organizations in the six ACOG counties and beyond, the Economic Development Program strives to facilitate growth and development, improving the quality of life of our communities throughout the region.

2023 CAPITAL INVESTMENT *in the region*



INFOMENTUM

Whether promoting a site, a building, or an entire community, economic developers and strategic planners require timely, accurate, and geography-specific information in a quick and easily accessible format. The GIS-based mapping and data tools of ACOG's InfoMentum Online program give investing organizations a competitive advantage when attracting capital investment and jobs and supports overall community enhancement efforts throughout the region.



ANDERSON

6
announcements
\$95.9M
investment
472
jobs

CHEROKEE

2
announcements
\$103M
investment
288
jobs

GREENVILLE

17
announcements
\$596M
investment
1,500
jobs

OCONEE

4
announcements
\$85.9M
investment
267
jobs

PICKENS

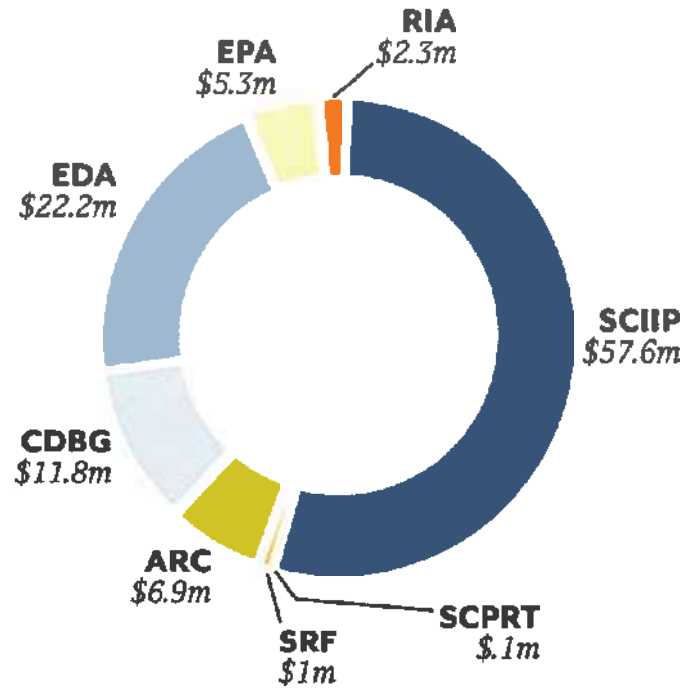
2
announcements
\$38.3M
investment
201
jobs

SPARTANBURG

15
announcements
\$672M
investment
1,123
jobs

GRANT SERVICES

The Grants Services team collaborates with local elected leaders, economic development officials, and state and federal agencies to identify, secure, and administer grant funds for a wide range of community and economic development activities. Staff brings expertise and the capacity to help communities receive grants and assists in building a strong, resilient regional economy. Services include assisting communities with planning and packaging grant applications to address community needs. Staff support includes structuring the application, organizing target area surveys, holding public hearings and completing the full application. The team also provides grant administration after they are awarded.



2023 REVIEW

53
grant projects
facilitated

101,159
residents
benefiting

62
miles of water
& sewer lines

1,550
jobs created
and retained

\$6.5M

Community Enrichment

Build a better future for communities through neighborhood revitalization

\$19.4M

Economic Opportunity

Maximize economic opportunities through infrastructure improvements

\$71.5M

Critical Infrastructure

Improve & develop critical water and wastewater infrastructure

\$9.2M

Natural & Cultural Assets

Leverage the economic potential of the region's natural and cultural heritage

\$106.8M

Total

Improve the region's economic and quality of life of its residents

*ARC: Appalachian Regional Commission; CDBG: Community Development Block Grant; RIA: SC Rural Infrastructure Authority; SCIP: South Carolina Infrastructure Investment Program; EPA: Environmental Protection Agency; SRF: State Revolving Fund

PLANNING SERVICES

The Planning Services Program works together with communities to shape municipal plans and ordinances, resolve conflicts, and provide technical assistance addressing critical issues facing our member governments. Planning assistance services include training for local staff and advisory boards, supplemental staffing for zoning administration services, development or updates of neighborhood, comprehensive, and vision plans as well as development of planning ordinances.



7

comprehensive plan and zoning updates



212

attendees at planning education & training courses



250

Section 208 Water Quality Conformance reviews



5

served as staff for five communities



\$283,525

completed rehabilitation of eight homes through Anderson HOME Consortium



\$500,000

US 29 Transportation Corridor Study in Anderson County

TRANSPORTATION PLANNING

Over the last year, staff worked with the ACOG Transportation Committee to update the region's Transportation Improvement Program, coordinated with SCDOT on the implementation of identified projects, and undertook a Transportation Corridor Study of US 29 in Anderson County to explore mobility options to better serve the community and traveling public.



\$210,000

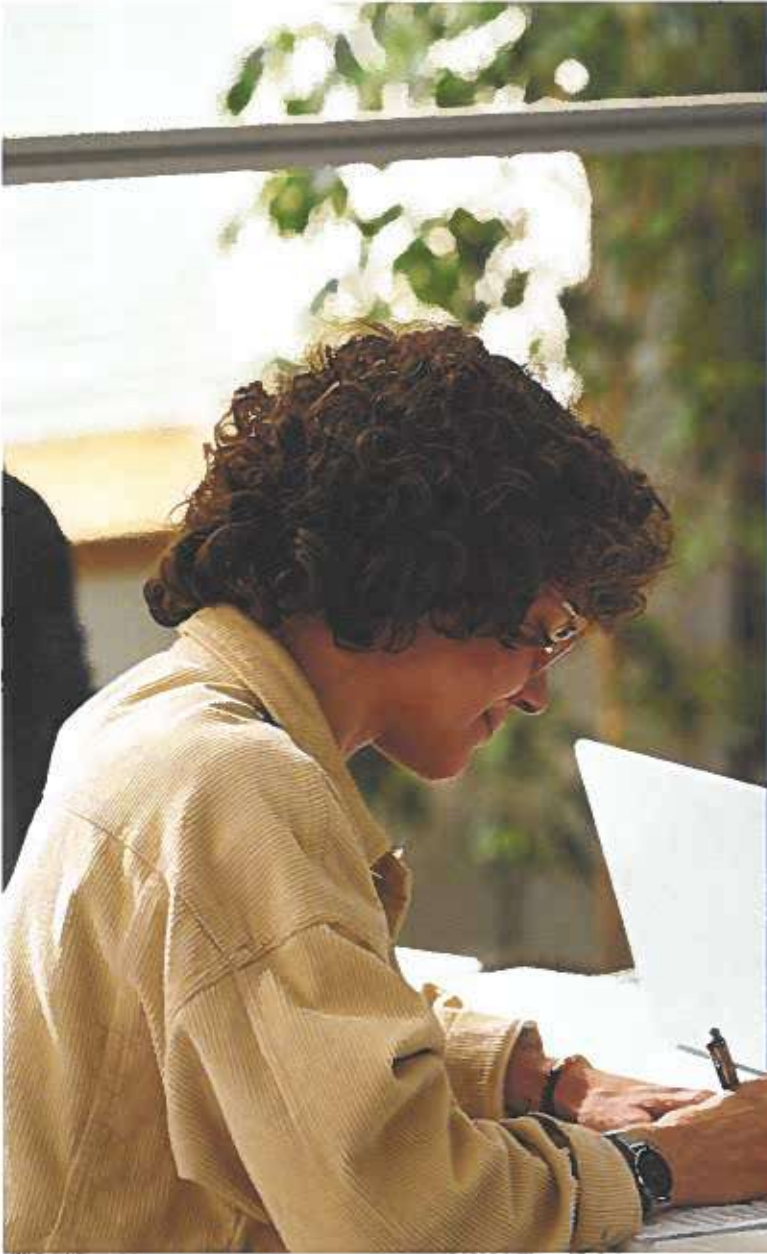
funding awarded to the region for purchase of human service transit vehicles



\$8.3M

funding to counties for improving local roads & construction of access roads





GOVERNMENT SERVICES

The Government Services Program offers technical assistance for local jurisdictions in the areas of personnel, utilities, finance and budgeting, and general administration issues. Services included serving as interim administrator for a community, facilitating staffing searches, and providing training for local government officials. Staff provides a range of services to meet the needs of our communities.

In 2023, when the City of Pickens' Administrator stepped down, ACOG staff stepped in as interim administrator and initiated the search for a new administrator. Staff was already providing regular administrative support to the Town which allowed them to continue working with ongoing projects without any delays due to the change. This has provided the town leaders the time necessary to conduct a thorough search for a new administrator that fits the needs of the community.



46

attendees at our seven-week Supervisory and Management training course



10

local governments received administrative services and support



5

communities asked us to facilitate planning retreats and orientations sessions



9

local governments received training on annexation, leadership, and harassment



8

communities were assisted with staffing searches and budgeting assistance



SENIOR ADVOCACY

The ACOG serves as the Area Agency on Aging (AAA) for the Appalachian Region to advocate for seniors. Senior Advocacy's goal is to empower older adults and adults with physical disabilities to maintain a high quality of life in their homes and communities. Programs provide information and support services that focus on the physical, mental, and relational health of seniors throughout the region.

Direct assistance includes staff working with the elderly to conduct assessments and determine the level of need for clients. Identified needs are then addressed through partnerships with providers for in-home and community based services. This includes arranging for group dining and home delivered meals, transportation, home care, and health promotion programs. Primary programs available to seniors are the Information and Referral Assistance, Family Caregiver, Home Care, Long Term Care Ombudsman, Nutrition Programs, and the State Health Insurance Program.

NUTRITION PROGRAM

The Nutrition Program and its partners provide nutritionally balanced meals to seniors. The meals are delivered to their homes or served at congregate meal sites.

\$5.79M

in funding for
senior services

43,497

seniors
served

357,254

hot, frozen, and shelf-stable
meals were delivered to
3,372 seniors

FAMILY CAREGIVER PROGRAM

The Family Caregiver Support Program is focused on preventing burnout and social isolation for caregivers of older adults and seniors raising children through the provision of respite services.

661

families received **\$955,371** of respite relief from caregiving responsibilities

HOME CARE PROGRAM

The Home Care Program connects older adults with caregiver services for everyday activities.

587

seniors received in-home help

INFORMATION AND REFERRAL

Information and Referral Assistance specialists provide information about resources available in the region for challenges faced by seniors and their caregivers.

24,085

seniors and caregivers' concerns and questions were answered by our specialists

3,527

seniors advised for Medicare enrollment

STATE HEALTH INSURANCE PROGRAM

The State Health Insurance Program (SHIP) provides up-to-date information on Medicare, supplements, and health insurance to older adults and their caregivers.

10,801

Seniors received information on making informed Medicare decisions through **64** events and direct contacts

OMBUDSMAN PROGRAM

The Ombudsman Program investigates and works to resolve problems or complaints affecting long-term care facility residents. Staff advocate for individuals living in nursing homes and assisted living facilities. For the safety of residents, investigation of complaints and the resolution process incorporates virtual platforms to keep the line of communication open between residents, their families, facilities, and our staff.

464

individual complaints responded to about quality of care issues

291

cases investigated concerning quality of care issues

1,467

staff visits to facilities in the region

VOLUNTEER OMBUDSMAN PROGRAM

Volunteer Ombudsmen visit facilities and provide a voice for long-term care residents. They provide information about resident rights, observe conditions, and advocate for residents. On average, 60% of long-term care residents have no visitors and friendly visits play an important role for those residents.

1,123

volunteer hours spent with long-term care residents in our region's facilities



APPALACHIAN DEVELOPMENT CORPORATION

The Appalachian Development Corporation (ADC) is a nonprofit economic development lender established to support economic development in the Appalachian Region. Business lending programs include multiple financing options. The goal of ADC is to work in conjunction with local lending institutions to structure “gap-financing” loans that improves the applicant’s overall debt service requirements. The funding comes primarily from public dollars and the primary purpose is to leverage local investments to maximize the applicant’s resources to create jobs for our area. The ADC manages the Appalachian Loan Fund (ALF) on behalf of the ACOG. The ALF loan pool is capitalized by grants from the Appalachian Regional Commission and the State of South Carolina. The ALF is a source of low-cost, long-term, fixed-rate financing for businesses whose projects will result in the creation of permanent full-time jobs and leverage private sector investment.

3
loans closed

\$579,055
loaned

43
jobs created or retained

\$463,050
private capital leveraged



WORKLINK

WorkLink develops the link between employers and employees in Anderson, Oconee, and Pickens Counties through the Workforce Innovation and Opportunity Act (WIOA). The Act is designed to help job seekers access education, training, and support services to succeed in the labor market. WorkLink partners with local service providers to administer programs for adults, dislocated workers, and youth. These services increase the quality and accessibility of programs provided to job seekers and employers. WorkLink’s goal is to ensure the local workforce development system is market-driven and meets the employment and training needs of employers and job seekers.

11,966
customer visits to SC Works Centers

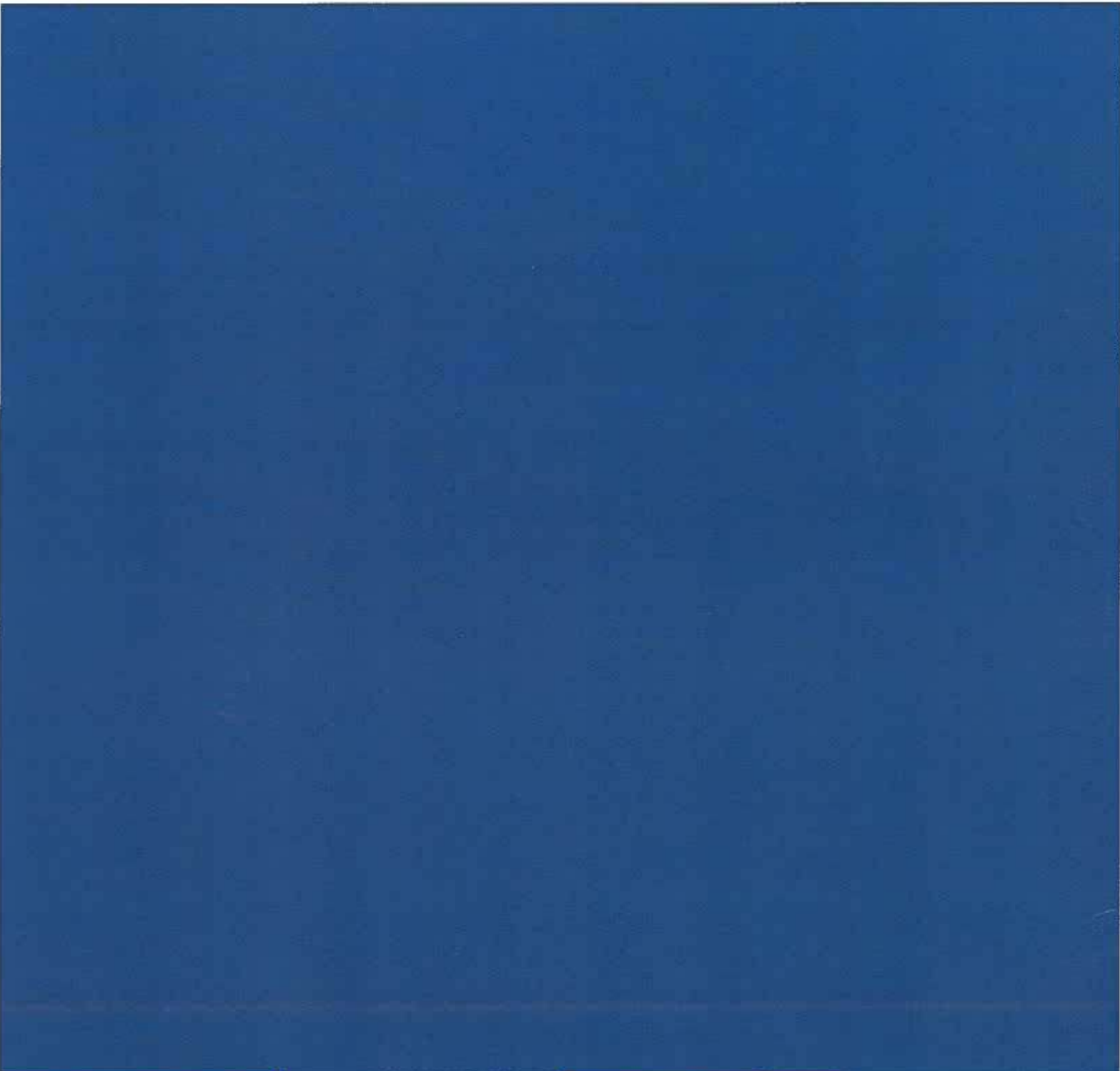
297
soft skills workshops and activities

166
occupational trainees

\$292,185
WIOA scholarships

\$51,145
in grant funding to local employers for Incumbent Worker Training






APPALACHIAN
COUNCIL OF GOVERNMENTS



2023 OCONEE COUNTY SERVICES



ACOG has evolved into a multifaceted service organization for local governments, providing a range of services. We work in close collaboration with our community partners toward building a competitive economy and promoting healthy, livable communities that preserve our residents' quality of life.

RETURN ON INVESTMENT

Oconee County's annual investment in the Appalachian Council of Governments is **\$38,993**. The return on investment to Oconee County in 2023 was **\$34,390,275** representing a return on investment ratio of **\$881.96** on every **\$1**.



2023 RETURN ON INVESTMENT

Appalachian Regional Commission	\$1,000,000
Community Development Block Grants	\$1,000,000
Rural Infrastructure Authority	\$1,035,560
Economic Development Administration	\$3,700,000
SCIIP	\$22,599,392
Transit Services	\$140,000
Transportation Improvement Program	\$4,301,000
Workforce Development	\$141,736
Services to Seniors	\$472,587
Total Funding into Oconee County	\$34,390,275
Annual County Contribution to ACOG	\$38,993
Return on County Investment (per dollar)	\$881.96

SERVICES PROVIDED TO OCONEE COUNTY IN 2023

Each year, Oconee County invests in the Appalachian Council of Governments. In return, ACOG commits to providing services to improve the quality of life through economic and community development, transportation planning, infrastructure development, resource management, senior advocacy, and workforce development as shown in the examples below.

GRANTS SECURED

- Secured **\$29,070,279** in funding through **10 grant awards**
- Improved **5.3 miles** of water infrastructure and **1.1 mile** of sidewalks and trails
- Installed **12 miles** of sewer infrastructure in Oconee County
- Projects benefitted **21,299 persons** and **30 businesses**

SENIOR ADVOCACY SERVICES

- Provided in-home help to **77 seniors**
- Delivered **70,320** hot, frozen, and shelf-stable meals to **508 seniors**
- Assisted **480 seniors** with navigating Medicare enrollment and options
- Answered **29 complaints** resulting in the investigation of **19 cases** regarding quality of care in long-term care facilities
- Completed **379 assessments** of seniors for needed services
- Provided **\$50,081** in caregiver respite services

ECONOMIC DEVELOPMENT

In 2023, ACOG enhanced the industrial recruitment efforts of the Oconee Economic Alliance (OEA) by maintaining a property search tool for the OEA website and providing technical assistance through the InfoMentum suite of services.



GOVERNMENT SERVICES

- Facilitated a planning session with the City of Seneca's Mayor and Council
- Provided technical assistance to Oconee County Attorney on ethics issues and training opportunities
- Provided Management and Supervision Training sessions based on ICMA course materials
- Provided information to municipal and county administrators and managers on the American Rescue Plan and other current topics through a regional administrators meeting and regular email updates

PLANNING SERVICES

- Facilitated discussion between **Oconee Joint Regional Sewer Authority, Oconee County Council, and the Oconee Planning Commission**
- Allocated **\$1,801,000** for construction of intersection improvements at SC 24 & SC 182 in **Oakway** and **\$2,500,000** for construction of intersection improvements at SC 59 & SC 182 in **Fairplay**
- Designated **\$140,000** for Oconee County DSN and Senior Solutions Oconee to purchase ADA compliant vans to serve clients
- Provided state-mandated education for **16** planning-related board, commission, and staff members from Oconee County communities
- Reviewed **13** Water Quality Conformance requests for sewer projects in Oconee County

From: [Council District 1](#)
To: [Jennifer C. Adams](#)
Subject: Fwd: Proposed development
Date: Monday, April 1, 2024 5:23:07 PM

Email to read at Council meeting

Sent from my iPhone

Begin forwarded message:

From: Nancy Porter
Date: April 1, 2024 at 4:50:07 PM EDT
To: Council District 1 <district1@oconeesc.com>
Subject: Re: Proposed development



I had surgery this past week. I am so sorry but I won't be able to attend the council meeting this evening. You have my permission to read my email into the official record if that is appropriate.

Thank you.

Nancy Porter

On Mon, Mar 25, 2024, 11:50 AM Council District 1 <district1@oconeesc.com> wrote:

Thank you. I oppose this development. I need for you to voice your opinion at the Planning Commission meeting and Council meeting.

Thank you.
John Elliott

Sent from my iPhone

On Mar 25, 2024, at 11:00 AM, Nancy Porter <> wrote:

Mr. Elliott, I believe you are the councilman for District 1 that represents the proposed development on Highway 130 from Newry to Holder's Landing.

I am a lifelong resident of Oconee County and live on property that my parents purchased in 1947 on what is now Doug Hollow Road.

I have witnessed Lake Hartwell and Lake Keowee's development as well as the Duke Energy's Nuclear Plant being built and the change it brought to our community.

I want to voice my objection to this huge development! Adding 6,000 more vehicles to Hwy 130 is absurd. There are 2 dams to be considered plus all the traffic that is already on the road from Duke employees.

What about water, sewer, fire protection and CRIME the list could go on and on.

I beg you – do not support this development for Oconee County. We do not want to become another Greenville or Atlanta. We have already lost our small town, please don't make it bigger.

Thank you,

Nancy Porter

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: ORDINANCE 2024-04, ORDINANCE 2024-09, ORDINANCE 2024-11

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 03/14/2024 the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
03/14/2024



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030

JESSICA L. WELLS
Notary Public
State of South Carolina
My Commission Expires November 13, 2030

lutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COURT
OF COMMON PLEAS
CASE NO. 2024-CP-37-00173

SUMMONS AND NOTICES
NewRez LLC d/b/a Shellpoint Mortgage Servicing,
PLAINTIFF,
vs.

John J. West a/k/a Amy Elizabeth West, Individually, as Legal Heir of the Estate of John Joseph West a/k/a John J. West, Deceased; her heirs or devisees, successors and assigns, and any other Heirs-at-Law or Devisees of the Estate of John Joseph West a/k/a John J. West, Deceased; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, DEFENDANT(S).
#41136.00030)

TO ALL THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 712 Middleburg Drive, Suite 200, Columbia, Post Office Box 2065, Columbia, South Carolina, 29202-0665, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-In-Equity or Special Referee for Oconee County, which Order shall, pursuant to Rule 53 (e) of the South Carolina Rules of Civil Procedure, specifically provide that the said Master-In-Equity or Special Master is authorized and empowered to enter a final judgment in this cause.

IF YOU ARE A MINOR(S) OVER FOURTEEN YEARS OF AGE AND/OR A MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian ad Litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to

appointment of said Guardian Ad Litem Nisi absolute.

LIS PENDENS

NOTICE IS HEREBY GIVEN that an action has been commenced by the Plaintiff above named against the Defendant(s) above named for the foreclosure of a certain mortgage given by John J. West to Mortgage Electronic Registration Systems, Inc. as nominee for Homestar Financial Corp., dated November 24, 2020, recorded November 30, 2020, in the Office of the Clerk of Court/Register of Deeds for Oconee County, in Book 4061 at Page 37; thereafter, said Mortgage was assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing by assignment instrument dated December 21, 2023 and recorded January 2, 2024 in Book 4521 at Page 4.

The description of the premises is as follows:

All that certain piece, parcel, or lot of land situate lying and being in the State of South Carolina, County of Oconee, Town of Westminster, located on Park Avenue, and being shown and designated on a plat prepared by Stephen Edwards, PLS, #19881, dated January 3, 2007 and recorded January 12, 2007 in Plat Book B183, Page 6, records of Oconee County, South Carolina For a more complete and accurate description as to the size, shape, dimensions, metes, and bounds, reference may be had to said plat.

This being the same property conveyed unto John J. West by deed of Robert Harry Rigerman Trustee, or to the then acting Trustee of the Robert Harry Rigerman Revocable Living Trust dated November 21 2006, dated November 24, 2020 and recorded on November 30, 2020 in Book 2631 at Page 67 in the Office of the Clerk of Court/Register of Deeds for Oconee County.

Subsequently, John Joseph West a/k/a John J. West died intestate between September 8, 2023 and September 15, 2023, leaving the subject property to his heir, namely Amy West a/k/a Amy Elizabeth West, as shown in Probate Estate Matter Number 2023-ES-37-00688.

TMS No. 530-11-14-009
Property address: 213 Park Avenue, Westminster, SC 29693

SCOTT AND CORLEY, P.A.
By: Ronald C. Scott
(rons@scottandcorley.com),
SC Bar #4996

Reginald P. Corley
(reggiec@scottandcorley.com),
SC Bar #69453

Angelia J. Grant
(angig@scottandcorley.com),
SC Bar #78334

Allison E. Heffernan
(allisonh@scottandcorley.com),
SC Bar #68530

H. Guyton Murrell
(guytonm@scottandcorley.com),
SC Bar #64424

Travis J. Lash, and Brian K. Lash
(TMS # 4075-10-45-7648).

There will be a public hearing at 6 pm on Tuesday, April 2, 2024 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:

ORDINANCE 2024-04

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ESTABLISHMENT OF A COMMERCIAL JUNKYARD ORDINANCE, TO BE ENTITLED "COMMERCIAL JUNKYARDS"; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2024-09

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY FOR THE PURPOSE OF SEWER INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE SENACA RAIL PARK; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2024-11

AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE 2023-16, WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, AND FOR THE CREATION OF THE FIRE / EMERGENCY SERVICES CAPITAL VEHICLE AND EQUIPMENT FUND, THE COMMUNITY HEALTH AND COMMUNITY SERVICES FUND, AND THE GENERAL ONE TIME CAPITAL FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, IN ORDER TO EFFECT SUPPLEMENTAL APPROPRIATIONS; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2024-12

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO CENTRAL ELECTRIC POWER COOPERATIVE, INC. FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE SENACA RAIL PARK; AND OTHER MATTERS RELATED THERETO.